



**ఆంధ్రప్రదేశ్ రాజ పత్రము**  
**THE ANDHRA PRADESH GAZETTE**  
**PUBLISHED BY AUTHORITY**

**PART I EXTRAORDINARY**

No.372

AMARAVATI, THURSDAY, JUNE 26, 2025

G.230

**NOTIFICATIONS BY GOVERNMENT**

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**INDUSTRIES & COMMERCE DEPARTMENT**  
**(MINES-II)**

COMPREHENSIVE AMENDMENTS TO ANDHRA PRADESH MINOR MINERAL CONCESSION RULES, 1966 TO IMPLEMENT AP MINOR MINERAL POLICY 2025 AND MODIFIED SAND POLICY 2024.

**[G.O.Ms.No.100, Industries & Commerce (Mines-II), 26<sup>th</sup> June, 2025.]**

**NOTIFICATION**

In exercise of the powers conferred by sub section (1) of section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), as amended from time to time, the Governor of Andhra Pradesh hereby makes the following amendment to the Andhra Pradesh Minor Mineral Concession Rules, 1966 issued in G.O.Ms.No.1172, Industries & Commerce (B.I) Department, 4th September, 1967 as subsequently amended:

**AMENDMENTS**

In the said Rules

I. In rule 4

(1) In clause (a)

- i. In sub-clause (i) for the words "district", the words "Jurisdiction as assigned by the Government" shall be substituted.
- ii. after sub-clause (iii), the following shall be added, namely:

"(iv) District Mines & Geology Officer (DMGO) means the in-charge of District Mines & Geology Office.

(v) Divisional Mines & Geology Officer (Div. MGO) means the in-charge of Divisional Mines & Geology Office."

(2) In clause (c) for the words "Director of Mines and Geology, Andhra Pradesh" the words "the Commissioner or Director of Mines and Geology, Andhra Pradesh, as the case may be." shall be substituted.

(3) After clause (g) the following shall be added, namely:

"(g) (i) "Approved Mining Plan" means the Mining Plan approved by the Deputy Director concerned as per Rule 7-A (ii) (b) of these rules."

(4) After clause (h) the following shall be added, namely:

"(i) "Government" means "Government of Andhra Pradesh

(j) "Act" means the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), as amended from time to time.

(k) "Section" means section of the Act;

(l) "Schedule" means a schedule appended to these rules;

(m) "OMEPS" means Online Mineral E-Permit System, a dedicated online platform for mineral administration of the Department of Mines & Geology;

(n) "Quarry" means any excavation made for the purpose of searching for or winning minor minerals, including any operations for the removal of overburden, waste rock, or other material in connection therewith;

(o) "Minerals" means all substances that can be obtained from the earth by mining, digging, drilling, dredging, hydraulicking, quarrying, or by any other operation, and includes all minor minerals unless otherwise specified.

(p) "Minor minerals" means the minerals notified as such by the Central Government from time to time under clause (e) of Section 3 of the Act, ~~including building stones, gravel, ordinary clay, ordinary sand, and any other mineral notified as a minor mineral "~~

(q) "Production" means the quantity of minor minerals extracted from a mine or quarry during a specified period, measured in metric tons or cubic meters, as the case may be;

(r) "Dispatch" means the removal or transportation of minor minerals from the leased area to any place outside the lease boundary, either for sale, storage, processing, or consumption;

(s) "Letter of Intent (LoI)" means the communication issued by the Competent Authority to the preferred bidder, or to an applicant for grant or renewal of lease, indicating the intent to grant a quarry lease subject to fulfillment of specified conditions;

(t) "Environmental Clearance (EC)" means the prior environmental permission or approval granted under the provisions of the Environment (Protection) Act, 1986 and the Environmental Impact Assessment Notification, 2006, or any statutory modification or re-enactment thereof.

(u) "Consent to Establish (CTE)" means the consent issued by the State Pollution Control Board or Pollution Control Committee under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981, for setting up a mining or quarrying project.

(v) "Consent to Operate (CTO)" means the consent issued by the State Pollution Control Board or Pollution Control Committee under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981, for commencing or carrying out mining or quarrying operations. "

(w) "Mine Closure Plan" means a plan prepared for the systematic closure of mining operations, including measures for rehabilitation, reclamation, and environmental restoration, as approved by the Competent Authority in accordance with applicable laws.

(x) "Financial Assurance" means the deposit furnished by the lessee to ensure compliance with the Mine Closure Plan and the proper restoration of the leased area upon completion of mining operations.

(y) "Preferred bidder" means the bidder referred to in sub-clause (iii) of clause (v) of sub-rule (d) of rule 9 of AP Minor Mineral Auction Rules.

(z) "Successful Bidder" means the preferred bidder who, after issuance of the Letter of Intent and fulfillment of the conditions specified therein, is granted a Quarry Lease under AP Minor Mineral Auction Rules 2022.

(aa) "Mineral Due Clearance Certificate" means a valid clearance certificate in the form prescribed by the Government for payment of mineral revenue dues, such as seigniorage fee, dead rent and other levies, as applicable under these Rules made thereunder from Director or any officer or authority authorized by the Director in this behalf.

(bb) "Seigniorage Fee Collection Contract (SCC)" means a contract executed by the competent authority with a third party for the purpose of collection of Seigniorage fee and any other applicable levies on minor minerals dispatched from the leases and permits issued under these rules within a designated area in accordance with these rules and any guidelines issued by the Government from time to time.

(cc) "Contractor" unless specified otherwise in these rules, refers to the Seigniorage Fee Collection Contractor engaged under the Seigniorage Fee Collection Contract for the purpose of collecting Seigniorage Fee and other applicable levies on minor minerals. It shall not include civil contractors or work contractors executing developmental or infrastructural works, unless specifically mentioned.

(dd) "Government Works" means all works in which minor minerals are consumed by Departments of the State Government, State Government Undertakings, State-owned Corporations, Urban Local Bodies such as Municipal Corporations and Municipalities, Zilla Parishads, Panchayat Raj Institutions, or any other agency or institution that is wholly or substantially owned, controlled, or funded by the Government of Andhra Pradesh.

(ee) "NHAI Works" means works undertaken by the National Highways Authority of India (NHAI) or its appointed contractors within the State of Andhra Pradesh, including but not limited to the construction, widening, strengthening, maintenance, and upgradation of national highways or related infrastructure projects, either fully or partially funded by NHAI. "

(ff) "CRDA Works" means any works undertaken by the Capital Region Development Authority (CRDA) or any other department, agency, or authority acting for or on behalf of the State Government for the purpose of development of the Amaravati Capital City and its surrounding capital region.

(gg) "MDL" means Mineral Dealer Licence issued by the competent authority.

(hh) "MOEFCC" means Ministry of Environment, Forest, & Climate Change of Government of India.

(ii) "APMDC" means Andhra Pradesh Mineral development Corporation Limited.

(jj) "Quarry Lease" means a lease granted for the purpose of undertaking quarrying operations under the Andhra Pradesh Minor Mineral Concession Rules, 1966.

(kk) "Rules" means the Andhra Pradesh Minor Mineral Concession Rules.

(ll) "Year" means financial year commencing from the 1st of April and ending on the 31st of March.

(mm) "Transit Form" means an electronically generated statutory form issued by the Department or Contractor for lawful transportation of the mineral by the lease holder from the Mining / Quarry lease areas.

(nn) "Authorized Officer" means Additional Director of Mines and Geology / Joint Director of Mines and Geology / Deputy Director of Mines and Geology / Asst. Director of Mines and Geology/ Asst. Geologist / Royalty Inspector / Tech. Asst. of the respective jurisdiction /or other officers as may be authorized by the Director of Mines and Geology from time to time.

II. Rule 5-A shall be omitted

III. In Rule 7, for the entries under "Rates of Survey Charges", the following shall be substituted, namely;-

"

- i. For Minerals listed in Part A and Part B of Schedule IV: Rs. 5,000/- (Rupees Five Thousand) Per application
- ii. For Minerals listed in Part C of Schedule IV: Rs. 2,500/- (Rupees Two Thousand Five Hundred) per application"

IV. In Rule 7-A

- (1) In clause (i), the expression "and the financial year in which the lease deed is executed shall be considered as 1st year" shall be omitted.
- (2) To clause (i), the following proviso shall be added, namely;

"Provided that the first year of the Mining Plan is considered from the date of execution of lease deed to the end of financial year in which the lease deed is executed"

## (3) In clause (ii)

- i. In sub-clause (a), for the words "Minor Minerals other than Granite and Marble", the words "Part B, Part C and Part D of Schedule IV" shall be substituted and for the expression "Rs. 1000", the expression "Rs. 2,500/- (Rupees Two Thousand Five Hundred)" shall be substituted.
- ii. To sub-clause (a), the following proviso shall be added, namely;

"Provided that every Mining Plan for Granite and Marble shall be in compliance with Rules 12 and 17 of the Granite Conservation and Development Rules, 1999 and Rules 16 and 17 of the Marble Development and Conservation Rules, 2002."

- iii. To sub-clause (b), the following proviso shall be added, namely:

"Provided that, if approval orders are not communicated within the stipulated period, the Mining Plan submitted by the leaseholder shall be deemed to be approved. In such cases, Deputy Director concerned shall further record the reasons in writing for delay in approval of the mining plan."

- iv. In sub-clause (c), for the words "Director", the words "Government" shall be substituted.

- v. For sub-clause (d), the following shall be substituted, namely:

"Every holder of Quarry Lease granted under these rules for any of the minor minerals specified in Part A, Part B and Part C of Schedule IV shall furnish a Financial Assurance in the manner as prescribed by Government, towards scientific and systematic reclamation and rehabilitation of mined-out area.

The amount of financial assurance shall be deposited under the Head of Account as specified by the Government and shall be Rs.1,00,000 (Rupees One Lakh) for a quarry lease granted over an area below four (4) hectares and Rs. 25,000 (Rupees Twenty-Five Thousand) per Hectare or part thereof for a quarry lease granted over an area of four (4) hectares and above.

Provided that in the case of existing quarry leases granted prior to commencement of these rules, the lessee shall pay the differential amount during the submission of mining scheme or as specified by Deputy Director concerned, as applicable."

- vi. After sub-clause (e), the following shall be added, at the end namely:

"The forfeited amount shall be utilized by the Department for reclamation of the mined-out areas in the manner prescribed in the Mine Closure Plan."

## (4) In clause (iii)

i. In sub-clause (a), for the expression "Rs.1000", the expression "Rs.2,500/- (Rupees Two Thousand Five Hundred)" shall be substituted.

ii. To sub-clause (a), the following provisos shall be added, namely;

"Provided that the Deputy Director concerned may condone the delay in submission of scheme of mining before expiry of the scheme of mining, if the lessee satisfies the Deputy Director concerned that the lessee had sufficient cause for not submitting the mining scheme within the stipulated time.

Provided further that any such request of the lessee may be entertained even after the stipulated time up to six (6) months from the date of expiry of mining scheme, if the lessee satisfies the Deputy Director concerned that the lessee had sufficient cause for not making the request within the stipulated period. Failing which, action shall be initiated against the leaseholder as per these rules.

Provided further that late submission of mining scheme beyond the stipulated period may be permitted upon payment of penalty of Rs.500 (Rupees Five Hundred) per day of delay, subject to a maximum amount of Rs.25,000 (Rupees Twenty-Five Thousand) in the Head of Account prescribed by the Government, calculated from the due date until the date of submission."

iii. For sub-clause (b), the following shall be substituted, namely:

"The Deputy Director concerned shall communicate the orders of approval of Mining Scheme within 120 days from the date of receipt of the draft Mining Scheme.

Provided that if approval orders are not communicated within the stipulated period, the Mining Scheme submitted by the leaseholder shall be deemed to be approved. In such cases, Deputy Director concerned shall further record the reasons in writing for delay in approval of the mining plan."

(5) In clause (iv), for the words "officer duly authorized in this behalf", the words "Deputy Director concerned" shall be substituted.

(6) Clause (v) shall be omitted.

(7) In clause (vi), after the words "continuance of only such operations" the words "to the extent" shall be inserted.

(8) The existing clause (vi) shall be re-numbered as Clause (v).

V. For Rule 8, the following shall be substituted

"The lease deed for all the leases granted and transferred as per the provisions of Rule 12 shall be executed in Form "G" and Form "G-1" respectively within 90 days from the date of grant or permission of transfer"

VI. In Rule 9

(1) for sub-rule (i), the following shall be substituted, namely:

"All Quarry Leases shall be granted to Preferred Bidder / Applicant by the Director for the minerals listed in Part A & Part B of Schedule IV and by the Deputy Director concerned for the minerals listed in Part C of Schedule IV as per Rule 12.

The application for grant of leases shall be filed in Form B for the minerals listed in Part C of Schedule IV and in Form P for the minerals listed in Part A and Part B of Schedule IV, as prescribed in Rule 12."

(2) for sub-rule (iii), the following shall be substituted, namely:

"Temporary Permit

- a) In respect of minor minerals listed in Part C of Schedule IV which are worked to meet the immediate or timely requirements, the applicant shall file for grant of temporary permit through online in the Form B-1 along with payment of five times of Annual Dead Rent as premium amount in the Head of Account prescribed by the Government.

Provided that, no Premium Amount shall be required to be remitted in case of grant of permission for excavation and commercial disposal of Gravel/ Ordinary Earth, Road Metal & Building Stone for non-mining activities such as formation of cellars in building constructions, canal spoils, minerals derived during the construction of major irrigation/ civil projects undertaken by the Government. The payment of Seigniorage Fee shall be exempted for Gravel/ Ordinary Earth, Road Metal & Building Stone excavated and used within the premises of the excavation.

- b) In case of associated minerals, the highest Dead Rent Amount available for one among the associated minerals shall be considered for estimation of premium amount.
- c) Assistant Director/ Deputy Director concerned, as the case may be, may grant the temporary permit to carry out operations on payment of Seigniorage fee, contribution towards DMF & MERIT, for the quantities assessed, in advance and submission of all statutory clearances, as applicable.
- d) For commercial disposal of Gravel/ Ordinary Earth, Road Metal & Building Stone obtained during the leveling of land to make fit for agriculture purposes, premium amount is exempted.

e) In case of scheduled areas, temporary permit shall be granted by the competent authority in accordance with the provisions of these rules after obtaining necessary approvals as per the Panchayats Extension to Scheduled Areas (PESA) Rules, 2011 or any rules/amendments made thereunder."

f) Temporary permits can be granted to State Government departments or NHAI on submission of undertaking by the concerned that Seigniorage Fee, contribution towards DMF & MERIT for the quantities assessed shall be paid directly to Department of Mines & Geology duly deducting from the contractor's bills, instead of paying in advance.

(3) For sub-rule (iv), the following shall be substituted, namely:

"The permit granted under sub rule (iii) shall, in no case, be valid for a period exceeding One Hundred and Twenty (120) days. Such permit shall be issued for one-time for a continuous period.

Provided that in cases, where the works could not be completed within the stipulated period of One Hundred and Twenty (120) days, the competent authority may, with the prior approval of the Director, extend the validity period by a further One Hundred and Twenty (120) days.

No further extension shall be permissible beyond the said period under any circumstances."

VII. The following Rule 9-B shall be inserted, namely:

"9-B

(1) Regulation of extraction/disposal of Stream/River Sand:

All sand operations at the district level shall be managed & overseen by the District Level Sand Committee (DLSC) as per the directions and guidelines issued by the Government and Director.

(2) District Level Sand Committee:

District Level Sand Committee (DLSC) shall consist of the following officers:

- i. District Collector: *Chairman*
- ii. Superintendent of Police: *Member*
- iii. Joint Collector: *Member*
- iv. Sub-Collector/ RDO Concerned - *Member*
- v. District Mines & Geology Officer concerned: *Member-Convener*
- vi. Divisional Mines & Geology Officer concerned: *Member*
- vii. District Panchayat Officer: *Member*
- viii. Regional Transport Officer: *Member*
- ix. Dy. Director, Ground Water Dept.: *Member*

- x. Executive Engineer, Irrigation/River Conservation: *Member*
- xi. Executive Engineer, Rural Water Supply: *Member*
- xii. Environmental Engineer, Andhra Pradesh State Pollution Control Board: *Member*
- xiii. Any other invitees as suggested by the Chairman

(3) Identification of Sand Sources

a) I, II & III<sup>rd</sup> Order Streams/ Rivers

- i. Customary extraction of sand in river streams of I, II & III orders by the public within the Gram Panchayat shall be permitted for personal use or community work in village.
- ii. The extraction of sand shall only be permitted through manual methods and no mechanical means be allowed.
- iii. District Collector shall devise the mechanism for proper administration for extraction of sand from I, II & III order streams.

b) IV, V & Higher Order Streams /Rivers

- i. Sand excavation in IV, V & higher order streams shall be permitted subject to obtaining all the applicable approvals, permissions and in accordance with these rules, order and guidelines issued by MOEF&CC, orders of Hon'ble NGT, Hon'ble High Court & Hon'ble Supreme Court.
- ii. District Level Sand Committee (DLSC) shall identify the reaches in IV, V and Higher Order streams and obtain all necessary statutory clearances from competent authorities prior to commencement of operations.

c) Sand Extraction in Streams / Rivers in Scheduled Areas:

- i. Excavation from Sand bearing areas located partially/fully in Scheduled Areas shall be done by forming Tribal Societies as per the Panchayats Extension to Scheduled Areas (PESA) Rules, 2011 or any Rules/Amendments made there under with Technical and Administrative support from DLSC under the direct supervision and control of the ITDA / District Collector & Magistrate concerned.
- ii. DLSC shall dispose the excavated sand by following the prescribed norms.

d) De-Siltation of Rivers/ Canals/ Dams/ Reservoirs/Barrages/ Tanks:

- i. Water Resources Dept. shall take up de-siltation activities in the foreshore areas (water spread area at FTL) of Reservoirs/Barrages/ Tanks in river course by appointing agencies/ boatsman societies, strictly in compliance with all applicable acts, rules and directions of MOEF&CC, Hon'ble NGT, Hon'ble High Court & Hon'ble Supreme Court.

(4) Extraction of Sand for local uses in the local body areas adjoining the streams

- a) In accordance with the exemptions mentioned in EIA Notification, customary extraction of sand by individuals for personal use or for community works within the local body areas adjoining the streams is exempted from the requirement of prior Environmental Clearance
- b) Excavation of Sand under this provision shall be strictly carried out through manual methods only. Transportation shall be limited through bullock carts and tractors. Use of mechanized excavation is strictly prohibited.
- c) The transportation of sand extracted under this provision outside the jurisdiction of the concerned local body area is strictly prohibited.
- d) For local use, consumers shall register either online through the designated portal or at the Gram Sachivalayam/ Ward Sachivalayam (GS/WS) concerned to obtain a free permit in Form S-1, solely for the purpose of accounting and monitoring of such extraction.
- e) Director shall develop and maintain an online application / portal for registration, monitoring and reporting.
- f) The DLSC shall monitor such registration, free permit generation and overall compliance.
- g) The DLSC shall designate a nodal officer for each local body to be responsible for the adherence to procedures laid down under this provision.
- h) The designated nodal officer shall be provided the details of all free permits generated under their jurisdiction for post verification every fortnight and such officer shall submit the report online to the DLSC after verification.

(5) Extraction of Sand from authorized reaches/ de-siltation points (General & Bulk)

- a) All general and bulk consumers, including those who are unable to access sand under the local body provision, shall access sand from the authorized supply points (notified reaches/ de-siltation points), as specified by DLSC, subject to availability and compliance with statutory clearances, as required.
- b) Such consumers shall register online or at the authorized supply points in Form S-2 through the online application/ portal developed by the Director and obtain a free e-transit form in Form S-3, prior to lifting of sand.

- c) The consumers with valid permit may engage their own transportation or select a transporter from the list of registered vehicles available on the online portal developed by the Director.
  - d) Transportation shall be at mutually agreed rates, not exceeding the maximum rates notified by the Government. The consumer shall pay the transporter directly.
  - e) The consumer and/ or transporter shall secure the delivery date and time slot from the supply point in-charge, which shall be scheduled based on operational feasibility.
  - f) On the Scheduled slot, the consumer may arrange to load the sand using their own labor or avail services from the agency appointed by DLSC for that supply point. In case the services are availed from the selected agency, the consumer shall pay the charges to the agency at the rates fixed by the DLSC and a receipt/ invoice shall be obtained.
  - g) All vehicles transporting sand must be fitted with functional GPS tracking devices.
  - h) If the vehicle is not fitted with active GPS tracking devices, supply point in-charge shall ensure that the driver activates GPS enabled mobile application before dispatch. GPS tracking shall remain active throughout the journey for monitoring and compliance.
  - i) DLSC shall ensure that a suitable quantity of sand is reserved or prioritized from each authorized supply point, as required, for Government works.
- (6)
- a) De-casting in Patta lands falling within Riverbed:
    - i. The Pattadar shall apply to the District Collector along with copy of Pattadar passbook and Title deed book and location of land on village map.
    - ii. The Pattadar shall give its consent for de-casting of sand to the representative of DLSC, authorized on this behalf by District Collector.
    - iii. DLSC shall take up joint inspection of the Patta land with the following:
      - (a) Tahsildar shall identify the Patta land, possessor/ occupier and furnish attested sketch including DGPS Co-ordinates, demarcating the area along with NOC. The boundaries will then be fixed on ground.
      - (b) Mandal Agriculture Officer shall assess the thickness of the sand to be removed to make the land fit for agriculture or ancillary purposes.

- (c) The Ground Water Dept. shall record the geo coordinates of the Patta land as per boundaries fixed by the Tahsildar and give feasibility report.
  - (d) Executive Engineer, Irrigation Dept., concerned shall issue clearance for de-casting of Patta lands and the location of Patta land with reference to river course/bed along with the ramp points.
  - (e) The concerned District Mines & Geology Officer (DMGO) shall stipulate the period of de-casting and assess the feasible quantity of sand to be de-casted.
- iv. After receipt of joint inspection report as per Form – S-4, DMGO concerned shall place the proposal for de-casting of sand in the respective Patta land before the DLSC.
  - v. DLSC shall examine the proposals on de-casting sand from patta lands and accord its approval.
  - vi. DLSC shall issue permission to the DMGO concerned to obtain necessary approvals such as Approved Mining Plan, Environmental Clearance, Consent for Establishment and Consent for Operations, etc. from the competent authorities in the name of the District Collector.
  - vii. Upon receipt of the statutory clearances, DLSC shall enter into an agreement with the Pattadar as per mutually agreed terms and conditions to undertake de-casting of sand from Patta lands and for payment of beneficiary amount, as fixed by Govt to the Pattadars.
  - viii. The sand so de-casted shall be disposed to end consumers by DLSC as per the procedures.
- b) De-casting in Patta lands falling outside Riverbed:
- i. The Pattadar / Consent holder of Pattadar shall apply to the District Collector along with copy of Pattadar passbook, Consent of Pattadar (if applicable), Title deed book and location of land on village map.
  - ii. DLSC shall take up joint inspection of the Patta land with the following:
    - (a) Tahsildar shall identify the Patta land, possessor/ occupier and furnish attested sketch demarcating the area along with NOC. The boundaries will then be fixed on ground.
    - (b) Mandal Agriculture Officer shall assess the thickness of the sand to be removed to make the land fit for agriculture / other ancillary purposes.
    - (c) The Ground Water Dept. shall record the geo coordinates of the Patta land through DGPS as per boundaries fixed by the Tahsildar and give feasibility report.

- (d) Executive Engineer, Irrigation Dept., concerned shall issue clearance for de-casting of Patta lands and the location of Patta land with reference to river course/bed along with the ramp points.
  - (e) DMGO concerned shall stipulate the period of de-casting, assess the feasible quantity of sand to be de-casted.
  - (f) The Joint Inspection Team shall also assess the replenishment of sand in Patta land and existence of reaches / de-siltation points within 5 kms of the Patta Land and submit a report.
- iii. After receipt of joint inspection report as per Form – S-4, DMGO concerned shall place the proposal for de-casting of sand in the Patta land before the DLSC.
- iv. DLSC shall examine the proposals, categorize the Patta Lands as below and accord its approval for de-casting duly imposing the following conditions:
  - (a) If there is possibility of replenishment or no existence of reaches / de-siltation points within 5 kms
    - (i) DLSC shall issue permission to the Pattadar (or) consent holder of Pattadar to obtain necessary approvals such as Approved Mining Plan, Environmental Clearance, Consent for Establishment and Consent for Operations, etc. from the competent authorities.
    - (ii) DMGO concerned shall issue permission to the Pattadar or the consent holder of Pattadar for de-casting of sand on submission of all approvals.
    - (iii) Pattadar or the consent holder of Pattadar shall undertake de-casting of sand and dispose the sand only as per the procedure issued by Director/DLSC from time to time. Sand shall be supplied by Pattadars at a maximum price fixed by DLSC.
  - (b) All Other Cases except mentioned under clause (a)
    - (i) The Pattadar shall give its consent for de-casting of sand to the representative of DLSC, authorized on this behalf by District Collector
    - (ii) DLSC shall issue permission to the DMGO concerned to obtain necessary approvals such as Approved Mining Plan, Environmental Clearance, Consent for Establishment and Consent for Operations, etc. from competent authorities in the name of District Collector.

(iii) Upon receipt of the statutory clearances, DLSC shall enter into an agreement with the Pattadar as per mutually agreed terms and conditions to undertake de-casting of sand from Patta lands on payment of beneficiary amount fixed by Government from time to time to the Pattadars.

(iv) The sand so de-casted shall be disposed to only Government Projects by DLSC as per the procedures.

(7) De-siltation of dams, reservoirs, tanks, weirs, barrages, river canals:

- a) Dredging and De-siltation of dams, reservoirs, tanks, weirs, barrages, river canals shall be subject to Environmental Safeguards as applicable.
- b) Water Resources Department being the custodian of the rivers, canals and reservoirs shall prepare the Feasibility Report along with Environment Management Plan to dispose the de-silted material as per the guidelines prescribed for the same by the concerned authorities from time to time and obtain CTE/ CTO from APPCB.
- c) DLSC shall assist Water Resources Department in preparation of feasibility report, and Environment Management Plan so as to facilitate in obtaining CTE/ CTO from APPCB.
- d) Water Resources Dept shall appoint agencies/ boatsman societies with the help of DLSC to undertake de-siltation activities in minor reservoirs/ tanks, in strict compliance with all the applicable acts, rules and directions of MOEFCC.
- e) Water Resources Dept shall identify the contractors for de-siltation of major reservoirs, duly taking all necessary permissions and approvals from all the stakeholders concerned.
- f) The de-silted sand, useful for construction activity shall be handed over to the DLSC for further disposal.
- g) The entire cost incurred towards the obtaining clearances and de-siltation operations shall be reimbursed by the District Collector from the available fund under joint account of DLSC.
- h) Water Resources Department shall take the support of District Collector for obtaining clearances and operations.

(8) Sand Supply Point Management

- a) All sand supply points permitted by DLSC shall be managed by an agency selected by DLSC through a fair and transparent process under the supervision of an in-charge appointed by DLSC.

- b) The selected agencies shall supply the sand at the cost fixed by DLSC (operational costs, admin charges and applicable GST) and issue an invoice in the format as prescribed by the DLSC, in case their assistance is required by the consumer.
- c) DLSC shall issue operational guidelines for efficient sand operations from time to time, which shall be binding on the selected agencies.
- d) DLSC shall ensure that the selected agencies shall extract the sand duly complying with all the conditions stipulated in the permissions (Approved Mining Plan, Environmental Clearance, CTE/ CTO etc.) as well as all the environmental guidelines issued by MOEFCC, Orders of Hon'ble NGT, Hon'ble High Court and Hon'ble Supreme Court
- e) Excavation of Sand in the open sand reaches shall be carried out from 6 AM to 6 PM.
- f) Excavation of Sand in the open sand reaches shall not be permitted in the monsoon season, as prescribed by MOEFCC.
- g) DLSC may reserve specific supply sources exclusively for Bulk Consumers.

(9) Establishment of stockyards in districts without any sand sources:

- a) Government/ Director may direct the DLSC of the districts with surplus sand availability to reserve specific sand source (Reach/ De-siltation Point, etc.) exclusively for supplying sand to districts lacking sand availability.
- b) The DLSC of the districts without any sand sources shall recommend the Deputy Director concerned to provide Mineral Dealer License (MDLs) to the agencies selected through a transparent procedure by the DLSC.
- c) The number and location of the sand stockyards in the districts shall be decided by the DLSC as per the requirement of the district.
- d) The licensee has to lift the sand from the earmarked sand reach and stock it at a designated place as mentioned in the license and supply the sand only to the retail customers at a maximum cost fixed by the DLSC, which includes transportation, operation and maintenance costs of stockyards, etc.
- e) DLSC shall establish appropriate monitoring mechanism including maintenance of CCTV Cameras and the concerned DMGOs shall monitor the functioning of the stockyard as per the direction of DLSC.
- f) Bulk consumers of these districts shall source the sand directly from the reaches / de-siltation points.

(10) Supply of Sand during Monsoon Season

- a) DLSC shall assess the demand and shall maintain sufficient stocks at designated places by the onset of monsoon season for hassle free supply during monsoon season.
- b) The DLSCs shall identify suitable agencies to manage, safeguard, maintain and supply from these stockyards.
- c) DLSC shall maintain proper accounting of daily sand supplies to the stockyards.
- d) Director shall periodically review the stock position of sand and may issue directions to the DLSCs to ensure hassle free supply of sand and extend necessary support for smooth operations.

(11) Fixation of Operational Expenses for sand:

- a) Seigniorage Fee, contribution towards DMF and MERIT is exempted.
- b) The cost of operations & GST on sale of sand shall be charged to the consumers.
- c) The cost of operations shall include the expenditure for activities such as excavation, loading, transportation to sale point, ramp maintenance, administrative expenses, etc.
- d) DLSC shall fix and notify the amount to be charged at each sand source i.e., depots/de-siltation points.
- e) The DLSCs are authorized to modify operational expenses, wherever necessary, taking into consideration the changes in operating costs/taxes & levies from time to time.

(12) Transportation of Sand:

- a) All Vehicles which intend to transport sand shall have to be equipped with GPS devices/ GPS enabled application and get registered with the portal developed by Director for this purpose.
- b) Consumers either arrange their own vehicle or can chose from the list of transporters registered vehicles as provided on the website maintained for this purpose, for transportation of sand to their project location.

(13) Monitoring of Sand Operations:

- a) At State level, a Command & Control Centre shall be established by Director to oversee all sand excavation, transportation activities and timely redressal of the grievances received from consumers.
- b) At District level, Facilitation Centers shall be established by DLSC to monitor sand supplies on real-time basis and improve

co-ordination between consumers, transporters & other stakeholders.

- c) District Collector shall designate a Joint Collector as a Special Officer for monitoring all sand activities in the respective districts
- d) DLSC shall ensure to
  - i. Establish CCTV Cameras at sand reaches & sand supply points.
  - ii. All sand transporting vehicles shall be covered with tarpaulin, banner mentioning "Uchitha Isuka Ravana Vahanam" and shall be fitted with an active GPS devices/ GPS enabled application.

(14) Prohibited Activities:

- a) The following activities are prohibited;-
  - i. Stocking of sand more than the requirement for own construction
  - ii. Re-sale of sand
  - iii. Transportation of sand to other States.
  - iv. Sand using for filling purpose or any other purpose, other than building construction.
  - v. Any other prohibited activity as prescribed under environmental guidelines issued by MOEFCC, Orders of Hon'ble NGT, Hon'ble High Court and Hon'ble Supreme Court/ Government/ DLSC.

(15) Vigilance

- a) District Level Task Forces (DLTF) should be constituted by the District Collectors with line departments for periodic inspections of all the supply points and the sand sources to ensure smooth functioning of sand operations and to curb illegal mining/ transportation.
- b) The Chairman of DLSC shall conduct a fortnightly co-ordination meeting with the task forces on the action taken and minutes of meeting shall be communicated to Director.
- c) DLSC shall ensure to;-
  - i. Establish CCTV Cameras at sand supply points.
  - ii. Co-ordinate with Police Command & Control to monitor the transportation of sand through the CCTV monitoring system.
  - iii. Establish sufficient check posts and CCTV Cameras in co-ordination with Police on routes to prevent inter-state transport of sand.

- iv. Any vehicle transporting sand without registration, tarpaulin cover and GPS shall be blacklisted in co-ordination with Transport Department.
- v. Any vehicle transporting sand without valid e-transit permit shall be blacklisted in co-ordination with Transport Department and vehicle to be seized.
- vi. Any vehicle used for black marketing of sand to be blacklisted, seized and criminal case to be filed against vehicle driver /owner.
- vii. Initiate levy of penalty against violators of free sand policy.
- d) Director/ DLSC shall establish and maintain call center and online application for the public to report illegal sand excavation and transportation.

(16) Complaint Redressal Mechanism

- a) Any person/ NGO/ party may file a complaint regarding illegal sand mining/transportation/hoarding/black marketing activities to the DLSC with material evidence either through online or otherwise.
- b) DLSC shall setup a complaint redressal mechanism including set-up of compliant redressal committee, enquiry team, maintenance of district level toll free numbers, e-mail Ids to redress the complaints made by any citizen/ NGO in an effective and time-bound manner.
- c) Similarly, a state-wide toll-free number and email-id shall be established and maintained by Director. These complaints shall be referred to DLSC for their effective and time bound redressal.
- d) DLSC shall conduct an enquiry, take the decision on each complaint and pass speaking orders within reasonable time.

(17) Constitution of State Level Committee (SLC):

- a) The SLC shall consist of following officers:
  - i. Chief Secretary: Chairman
  - ii. Director General of Police: Member
  - iii. Secretary, Mines (Ind & Com) Dept: Member
  - iv. Secretary, Revenue Dept: Member
  - v. Secretary, PR & RD Dept: Member
  - vi. Secretary, Water Resources Dept: Member
  - vii. Commissioner, Rural Development: Member
  - viii. Commissioner Transport Department: Member
  - ix. Member Secretary, APPCB: Member
  - x. Director, Ground Water Dept: Member
  - xi. Engineer -In-Chief, Irrigation: Member
  - xii. Commissioner & Director of Mines & Geology: Member
  - Secretary
  - xiii. And any other invitees as suggested by the Chairman

- b) The SLC shall meet periodically to take up review the performance of sand extraction in the state, examine the matters referred to DLSC for review of any statutory provisions and issue necessary guidelines for proper implementation of the Rules.

(18) DLSC shall ensure all the operations shall be in compliance with Sand Policy of Andhra Pradesh, Mines Act 1952, MMDR Act 1957, WALTA Act & Rules, MOEF&CC notifications, Office Memorandums & Guidelines and any other applicable law, rules, Government orders, instructions issued by Government and Department of Mines & Geology from time to time.

(19) Offences and Penalties:

- a) In the case of the vehicles engaged in illegal/ un-authorized excavation in the prohibited areas (i.e. within 500 meters from the Ground water structures, Bridges, Dams, Railway lines and cross drainage structures etc.), transportation of sand outside the State and found transporting sand without valid permit shall be penalized as follows:

Vehicle Type	First Time (In Rs.)	Second Time (In Rs.)
Tractor	Upto 10,000/-	Rs. 10,001 to 20,000/-
Lorry fitted with upto 10 tires capacity	Upto 25,000/-	Rs. 25,001/- to 50,000/-
Lorry fitted with above 10 tires	Upto 50,000/-	Rs. 50,001/- to 1,00,000/-
Machinery	Upto 50,000/-	Rs. 50,001/- to 1,00,000/-

- b) Any vehicle transporting sand, if found, carrying sand in excess of the quantity specified in Sand transit form /invoice or in excess of quantity permitted by the Transport Dept., penalty shall be levied on such excess quantity @ Rs.2000/- per MT
- c) Whenever any person/ selected agency by the DLSC extract sand more than the permitted quantity or has extracted sand in the areas other than those notified for lawful excavation, the officers authorized shall assess such quantity of sand and levy and collect @ Rs.2,000/-per ton of sand or Rs.2,00,000/- (Rupees Two Lakhs), whichever is higher, as penalty.
- d) If any stock of sand beyond a person's reasonable requirement is stocked / hoarded / black marketed / sold, it shall be seized by the officer authorized. The person shall be punishable with imprisonment up to 2 years and a fine of Rs.2,00,000/- (Rupees Two Lakhs). DLSC shall take-over the seized sand and arrange to dispose the same, at the rates fixed by DLSC.
- e) Officers authorized to levy, collect penalties and seizure of vehicles from the persons involved in illegal mining / stocking / hoarding / selling / black marketing in the State authorized under these rules are as follows:

- i. District Collector (Concerned)

- ii. Joint Collector (Concerned)
  - iii. Superintendent of Police (Concerned)
  - iv. Additional Superintendent of Police (Concerned)
  - v. Sub-Collector/ Revenue Divisional Officer (Concerned)
  - vi. Tahsildar (Concerned) Mandal.
  - vii. Sub-Divisional Police Officer (Concerned)
  - viii. Station House Officer (Concerned)
  - ix. District/Divisional Panchayat Officer
  - x. District / Divisional Mines & Geology Officer (Concerned)
  - xi. Assistant Director, Regional Vigilance Squad authorized by Director in this behalf having jurisdiction
  - xii. Any other officer nominated by Dist. Collector (Concerned) /Director of Mines & Geology
- f) The vehicle/machinery, found involved in any violation more than two times, such vehicle/machinery along with sand shall be seized by officers authorized duly following the procedure as under:
- i. Issue show cause notice to the person/owner from whom the vehicle/machinery is seized.
  - ii. Immediately take steps by preparing seizure report and produce the vehicle/machinery before the Competent Court to enable the person/owner from whom the vehicle/machinery is seized to file an application under Section 497 of Bharatiya Nagarik Suraksha Sanhita, 2023 for release of vehicle/machinery
  - iii. In the alternative, the person/owner from whom vehicle/machinery is to be seized shall be permitted to submit explanation to the show cause notice along with an application to the authorized officer seeking release of vehicle/machinery
  - iv. Upon receipt of explanation to the show cause notice and the application for release of vehicle/machinery, the authorized officer shall consider the application and pass appropriate orders in accordance with law, within a period of two weeks there from, on production of security of Rs.25,000/- in case of tractor;Rs.1,00,000/- in case of vehicle upto 10 tonnes capacity; Rs.1,50,000/- in case of vehicle above 10 tons capacity and Rs.2,00,000/- for any machinery, in the form of Demand Draft drawn in favor of the authorized officer along with an affidavit/undertaking to produce the seized vehicle / machinery as and when required.

- g) The fine paid as per the orders of Competent Court; the security furnished as per clause above shall be deposited in the Head of Account prescribed by the Government.

(20) Appeals:

- a) Any person aggrieved by an order passed by any officer authorized pertaining to sand matters may prefer an Appeal before the District Collector within 30 days from the date of receipt of such order.
- b) The decision of District Collector is final.

(21) Powers to issue Orders/ Clarifications/ Guidelines:

- a) The Government shall be the sole Authority to issue clarifications, exemptions, guidelines or relaxation orders from time to time, in implementation of sand policy.
- b) Director shall issue operational guidelines from time to time for extraction and supply of sand to maintain environmentally sustainable sand mining in the State"

VIII. In Rule 10

- (1) in sub-rule (2), for the words "on quarterly basis in every year. The balance quarterly amounts towards Dead rent (if any) shall not be carry forwarded to the subsequent quarters" the words "annually" shall be substituted.

- (2) for sub-rule (4), the following shall be substituted, namely;-

"(4) When the quarry lease is granted under these rules, the lessee shall be liable to pay the District Mineral Foundation (DMF) Contribution during dispatches as per the rates prescribed in AP DMF Rules."

- (3) In sub-rule (5)

- a) In clause (i), for the expression "item no. 21" the expression "item no. 19" shall be substituted.
- b) In clause (ii), for the expression "Rule 5" the words "these Rules" shall be substituted.

- (4) For sub-rule (7), the following shall be substituted, namely:

"If a Quarry Lease including renewal is granted, through other than auction procedure from the date of issue of these rules, such lessee shall pay 10% of Seigniorage Fee as Dispatch Premium while obtaining dispatch permit.

Provided that for limestone slabs and slate, the payment of dispatch premium is exempted"

- (5) After sub-rule (8), the following shall be added, namely;

"(9) If a Quarry Lease is granted through auction from the date of issue of these amendment rules, such lessee shall pay the percentage of seigniorage fee, as identified during the auction process, as Auction Premium while obtaining dispatch permit.

Provided that the upfront amount paid by the leaseholders shall be adjusted towards auction premium and once the upfront amount is completely adjusted, the lessee shall initiate the payment."

IX. In Rule 10-A,

- (1) For the existing paragraph, the following shall be substituted, namely:

"Government shall be the competent authority to form sectors as per administrative convenience and conduct e- auction for outsourcing the right of collection of Seigniorage Fee, contribution towards DMF & MERIT in respect of all minor minerals except Sand"

- (2) For sub-rule (1), the following shall be substituted, namely:

"(1) Procedure for fixation of Reserve Price

- i. Director shall determine the base price and reserve price for the contracts.
- ii. For the sectors where contracts have been awarded and implemented, the base price shall be the higher of the total revenue realized by the contractor during the contract period or the knocked down amount of the previous auction.

Provided that the base price shall be increased by ten percentage to arrive at the reserve price for a contract period of two (2) years

- iii. For the sectors where contracts have not been awarded, the base price shall be the average revenue collections over the last five financial years, excluding dead rent.

Provided that any financial year in which revenue collections were temporarily affected due to exceptional circumstances shall be excluded from the base price estimation with reasons recorded in writing.

Provided further that the base price shall be increased by ten percentage for each year, to arrive at the reserve price for a contract period of two (2) years.

- iv. The revenue considered for any financial year shall be adjusted to the rates of seigniorage fee applicable at the time of issue of tender notification for determination of base price.

- v. Director shall review the reserve price with reasons to be recorded in writing, in case no bids are received for two (2) consecutive attempts, in consultation with Government.
- vi. Director may issue any special conditions in the tender document as deemed necessary for effective implementation and enforcement.
- vii. Director shall constitute a Committee to recommend the reserve price, conduct technical evaluation of bids, identify the preferred bidder, and suggest modifications, if any, based on implementation challenges. All recommendations of the Committee shall be submitted to the Director for further approval."

X. In Rule 10-B

- (1) In sub-rule (3), for the words "one monthly installment in the form of Bank Guarantee", the words "two and half percentage of the Reserve Price and shall be deposited by the bidder in the form of Bank Guarantee" shall be substituted.

- (2) After sub-rule (5), the following shall be added, namely:

"(6) The bidders shall have an average annual turnover of at least thirty percentage of the Reserve Price during the last three years

(7) The bidders shall have experience in execution of similar works at any time during the last three years.

(8) Director may prescribe any additional eligibility criteria for participating in the contracts in consultation with Finance Department from time to time."

XI. In Rule 10-C,

- (1) For the existing heading, the following shall be substituted, namely:  
"Procedure for e-auction for Seigniorage Fee Collection Contract"
- (2) In sub-rule (2), the expression "/Joint Venture/ Consortium of up to two entities" shall be omitted.
- (3) In sub-rule (4), for the words "equal to or", the words "over and" shall be substituted.

XII. In Rule 10-D

- (1) For sub-rules (1), (2), and (3) including sub-heading, the following shall be substituted, namely:

**"Confirmation of the Contractor**

- 1) The Director shall, upon being satisfied with the adequacy of publicity, procedures, participation in the Electronic Auction and the reasonableness of the knocked down amount, confirm the same and issue orders declaring the successful bidder.

- 2) Upon receipt of order of confirmation, the successful bidder shall furnish performance security equal to five percentage of the Knocked Down Amount in the form of Bank Guarantee issued by the Scheduled Bank to the Deputy Director concerned, pay first instalment in the manner as prescribed in the confirmation order and execute agreement in Form M with the Deputy Director concerned within 15 days from the date of confirmation order.

Provided that the Director may condone the delay in execution of the contract on submission of a request by the bidder before the expiry of stipulated time and grant an extension of 15 days with reasons to be recorded in writing.

Provided further that Government may grant another extension of 15 days on submission of a request by the bidder before the expiry of stipulated time.

Provided further that no further extension will be granted thereafter.

- 3) In the event of default by the successful bidder for execution of the agreement within the stipulated or extended period given under sub-rule (2), the Director shall revoke the confirmation order, forfeit the Bid Security and may issue Confirmation order in favor of the Second Highest Bidder request to provide their willingness to match the highest knocked down amount within seven (7) working days."

- (2) For sub-rule (5), the following shall be substituted, namely;-

"(5) The Contractor shall adhere to the conditions of Agreement and all other applicable Acts, Rules and Guidelines"

XIII. For Rule 10-E, the following shall be substituted, namely:

**"10-E Deposit of Knocked Down Amount**

- 1) The knocked down amount shall be paid by contractor in Twenty-four equal monthly instalments for the contract period.
- 2) The Knocked Down Amount is exclusive of GST, Stamp Duty, and other charges/levies.
- 3) The contract is taxable under RCM (Reverse Charge Mechanism); and the GST compliance is with the Contractor.
- 4) The Knocked Down Amount is inclusive of Income Tax Collected at Source (TCS). Additional TCS is applicable on share payable by the contractor on the excess collections.

- 5) The monthly installment for any given month shall be paid by the contractor between 25th and the 30th/ 31st day of the preceding month irrespective of the status of the book adjustments.
- 6) Deputy Director concerned shall determine the components of Seigniorage Fee, DMF & MERIT of the monthly installment based on the mineral quantities dispatched in the previous month and direct the contractor to make the payment of installment to the relevant Heads of Accounts by the 25th day of every month.
- 7) If the monthly installment for the respective month is not paid within the stipulated timeline, an interest rate of 12% per annum shall be applicable on the delayed amount.
- 8) If the delay in payment exceeds seven days, Deputy Director concerned shall immediately issue a demand notice, requiring the contractor to pay the installment along with the applicable interest.
- 9) If the delay exceeds fifteen days, Deputy Director concerned shall immediately apportion the installment amount along with the accrued interest from the performance security deposit, and the contractor shall be directed to replenish the performance security deposit to its original level within seven (7) days.
- 10) If the contractor delays payment by more than fifteen (15) days for two consecutive installments, the Deputy Director concerned shall initiate actions for termination of the contract and request the Director to arrange for the issuance of permits and the collection of levies as per the regular permit system administered under Rule 34 of these rules, until a new contract is duly awarded for the respective district.
- 11) In cases where the contractor collects revenue in excess of the knocked down amount discovered in the e-auction, the applicable contribution towards DMF and MERIT shall be remitted by the contractor to Government in the relevant Head of Accounts, retaining the Seigniorage Fee component along with the payment of monthly instalment from such month.
- 12) Director shall direct the Deputy Director concerned to revise the Contract amount and monthly instalments proportionately, if seigniorage fee rates are revised during the contract implementation period.
- 13) The Performance Security shall be released by the Deputy Director concerned after sixty (60) days from the date of expiry of the contract period provided the Contractor fulfills all the contract conditions and other provisions of these rules and Act."

XIV. For Rule 10-G, the following shall be substituted namely;-

**"Terms and Conditions of the Contract"**

**(1) Liberties of the Contractor**

The Contractor shall:

- i. Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for the quantities intended to be dispatched from the existing leases and leases executed during the contract period within the sector after the exhaustion of Dead Rent.
- ii. Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for the quantities intended to be dispatched by the holders of Temporary Permits.
- iii. Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for Minor Minerals dispatches from major mineral leases, after the exhaustion of Dead Rent
- iv. Upon intimation of the Assistant Director/ Deputy Director concerned, regarding payment of Annual Dead Rent by the leaseholders, the contractor shall issue free transit permits to the leaseholders through OMEPS till exhaustion of the Dead Rent.
- v. Check the mineral carrying vehicles and report vehicles without having valid transit permit to authorized officials for levy of penalty.
- vi. Claim the Normal Seigniorage Fee, Contribution to DMF & MERIT components of the penalty amounts realized from the minor mineral violations which are reported by the Contractor."

**(2) Restrictions of the Contractor**

The Contractor shall not:

- i. Issue transit permits and collect any amounts for quantities dispatched under Slab System.
- ii. Issue transit permits and collect any amounts from vehicles carrying processed or finished material from MDLs.
- iii. Issue transit permits and collect any amounts for the quantities dispatched from unauthorized areas or illegal operations viz. areas other than covered under leases or temporary permits
- iv. Issue transit permits/ passes and collect any amounts for the quantities dispatched from leases beyond the respective contract awarded sector.
- v. Collect any amounts for the minerals dispatched to the Government Works or NHAI Works with valid free permit issued through e-pass portal, or any other procedure prescribed by Director.

- vi. Issue transit permits beyond the validity of the contract period.
- vii. Issue transit permits and collect any amounts for the dispatches from leases with identified violations, as communicated by Deputy Director concerned until further communication.
- viii. Issue transit permits or collect any amounts for the quantities excavated exceeding prescribed limits under Statutory Clearances.
- ix. Claim compensation due to non-working of the quarries and due to expiry, lapse, determination, cancellation, temporary or permanent closure of lease by the Government or Court, etc., of the leases
- x. Collect any amounts from leases with Government granted exemptions, whether granted before or during the contract period.
- xi. Collect any amounts for the minerals transported for consumption in CRDA Works.
- xii. Collection of any amounts in excess of the rates prescribed in the rules
- xiii. Issue of transit permits without ensuring payment of applicable levies.
- xiv. Issue of manual transit permits in contravention of procedures prescribed for the same.
- xv. Erect building or thing, set up or placed on any public ground or any place held sacred any class of persons or in such a manner as to injure prejudicially effect any rights of other persons except with the permissions from the concerned authorities.
- xvi. Collude with the leaseholders or illegal miners or transporters to facilitate illegal operations.
- xvii. Enter the areas covered under leases and MDLs.

(3) Responsibilities of the Contractor:

- i. Honor e-transit passes generated by MDL Holders through the OMEPS and the e-transit forms generated under slab system.
- ii. Honor e-transit forms generated by leaseholders through the e-pass portal or any other procedure prescribed by Director for minor minerals transported to Government works and NHAI works
- iii. The contractor shall pay the applicable GST on both the amounts collected from the leaseholders and the Knocked Down Amount as per the law and shall file the GST returns with concerned Departments regularly as per the terms and conditions of GST rules and any other rules and procedure in vogue.
- iv. Comply with all statutory provisions and shall indemnify the State Government against all liabilities, costs, expenses, damages, and losses (including but not limited to any interest, penalties, and legal costs) arising out of or in connection with breach or non-compliance with applicable laws.

- v. Submit monthly e-return in Form C-4 to the Deputy Director concerned sector on or before 10th day of the succeeding month.

Provided that failure to submit e-returns within the prescribed period shall attract a show cause notice by Deputy Director concerned, allowing a 15-day compliance period.

Provided further that failure to comply within the notice period shall result in suspension of permit issuance through contractor. During such suspension, permits shall be issued by the Department, and the Contractor shall not claim any rights over the amounts collected by the Department during this period.

Provided further that late submission of e-returns shall be permitted upon payment of penalty of Five Hundred rupees per day of delay, calculated from the due date until the date of submission.

- vi. If any vehicle is dispatched from a lease/permit with excess quantity compared to the quantity mentioned in the transit permit, the Contractor shall issue an additional transit permit as per the procedure prescribed by the Director, after receiving payment for the differential quantity of all the applicable levies through OMEPS.
- vii. Any changes in leases such as cancellation, surrender, revision of dead rent, etc., shall not impact the contract or installments.

(4) Enforcement of Compliance and Penalties for Restricted Activities:

- i. If the Contractor is found to have committed any of the restricted activities listed in Rule 10 (G)(2) during the contract period, it shall constitute a material breach of contract and rules
- ii. In the event of detection of any of such violations by an authorized officer, five times of Normal Seigniorage Fee along with Seigniorage Fee, contribution towards DMF & MERIT shall be levied and recovered from the Contractor, without prejudice to any other legal or contractual remedies available to the Department.
- iii. In the event of any delay by the contractor in remitting amounts due to the Department after the prescribed due date, such amounts shall be adjusted from the Performance security. This adjustment shall be made after issue of notice by the Deputy Director concerned.
- iv. Upon such adjustment, the Contractor shall be required to replenish the Performance Security to its original value within fifteen (15) days from the date of notice issued by the Deputy Director concerned.
- v. Failure to replenish the Performance Security to the original value within the stipulated time shall render the contract liable for termination, in addition to any other actions as per the terms and conditions of the agreement.

(5) Responsibilities of DMGOs/ Div. MGO in the contract awarded sector:

- i. Inspect the leases to control illegal excavation and dispatches of minor minerals and ensure that no mineral is dispatched/ transported without valid transit coupons.
- ii. Monitor dispatch quantities to ensure they do not exceed the permitted quantity limits specified within the leases.
- iii. Ensure that Contractor shall not issue manual coupons except for the categories of leases and dispatches permitted by Government/ Director
- iv. Submit the list of leases to the contractor, with identified violations or Mineral Revenue Arrears for which permits are not to be issued with due acknowledgement.
- v. Cross-verify the monthly returns submitted by the Contractor with the returns of the leaseholder and take necessary corrective actions, if any discrepancies are found.
- vi. Conduct Mineral Revenue Assessments including the Book Adjustments and submit proposals to Deputy Director concerned for approval monthly.
- vii. Co-ordinate with the leaseholders and Contractors and resolve the issues in accordance with the rules.
- viii. Deputy Director concerned shall submit a monthly performance report on the contractor to the Director by 15th of every month.
- ix. Deputy Director concerned shall ensure the Contractor shall regularly file the IT returns for all the amounts collected within a month and comply with the terms and conditions of Income Tax Act.
- x. Deputy Director concerned shall issue detailed orders specifying the book adjustments to be granted to Contractors.
- xi. Deputy Director concerned shall ensure the timely collection of the monthly instalments and any other amounts payable as per the contract.
- xii. Deputy Director concerned shall pay the applicable IT for the amounts collected from the contractor to the Income Tax Department and file returns in the name of Contractor.
- xiii. Deputy Director concerned shall issue timely Show-Cause Notices and Demand Notices as applicable under these rules to the Contractor.

(6) Book Adjustments

- i. The leaseholders shall obtain free transit forms for dispatch of minor minerals to Government and NHA works.
- ii. The free transit forms issued for Government works and NHA Works shall be considered by the DMGO concerned to estimate the book adjustments, with due reconciliation with the concerned Engineering Departments monthly.

- iii. The book adjustment amounts shall include Seigniorage Fee, contribution towards DMF & MERIT for all the minor minerals and the revenue (excluding penalty and interest) received under slab system.
- iv. Government may direct the contractor to follow the similar procedure for any other works and may book adjust the revenues.
- v. Director is authorized to issue operational guidelines to ensure smooth implementation of the book adjustment mechanism.
- vi. In case of any issues arising with the implementation of the e-pass portal, the Director may take appropriate measures to address, ensuring that the supply of minor minerals for Government works remains uninterrupted.

XV. In Rule 10-H, for the words "Director", wherever it occurs, the words "Deputy Director concerned" shall be substituted.

XVI. For Rule 10-I, the following shall be substituted, namely:

"10-I) Responsibilities of the Leaseholders in Contract awarded sectors

- 1) The lessee shall pay the Seigniorage Fee, contribution towards DMF and MERIT online to the contractor through OMEPS as per the rates prescribed from time to time in Schedule-I in advance for the estimated quantity intended to be loaded and dispatched from the lease area and print the transit permit on the secured stationary.
- 2) The vehicle driver shall always carry the transit permits and contractor may check a vehicle carrying minor mineral at any place within the sector.
- 3) The owner or person in-charge of the vehicle shall produce the transit permit to the Contractor.
- 4) The leaseholder shall submit dispatch particulars along with the copy and details of transit permits generated from OMEPS including additional transit permits, if any, issued by the contractor on monthly basis by 5th of the successive month.
- 5) The details of the permits issued through e-pass portal/ through contractors for the mineral dispatches to the Government Works or any other purposes, as prescribed by the Director shall also be included in the monthly returns.

Provided that if the vehicle not accompanied by the transit permits, the vehicle owner/ driver/ leaseholder concerned from which the mineral is dispatched, is liable to pay the price of the mineral along with Seigniorage Fee, contribution towards DMF & MERIT and other applicable levies, as per the rules, to the Department.

- 6) The lessee shall pay the applicable taxes to the SCC Contractor as per the prevailing rules in Income Tax Act and GST Act.

XVII. In Rule 10-J and 10-L, for the words "successful Tenderer/Bidder after making agreement", the words "contractor" shall be substituted.

XVIII. For Rule 10-K, the following shall be substituted, namely:

"10-K The Seigniorage Fee Collection Contract is not liable for transfer"

XIX. For Rule 10-N, the following shall be substituted, namely:

"10-N In case of any doubt as the application or interpretation of the version of any of the provisions within the rules, tender document, agreement and any other issue related to Seigniorage Fee Collection Contract the decision of the Government of Andhra Pradesh on the issue shall be final."

XX. After Rule 10-O, the following shall be inserted, namely:-

"**10-P** Notwithstanding anything contained in these rules, all contracts executed before the issue of these amendment rules shall be governed by the terms and conditions of the respective contract agreements and by the applicable rules, orders, procedures, guidelines issued by the Director or Government.

Provided that Government or Director may issue specific orders, procedures, guidelines from time to time applicable for these contracts till expiry."

XXI. In Rule 12

(1) For sub-rule (1), the following shall be substituted, namely:

"(1) **Grant of Leases in Government Lands**

a) Minerals listed in Part A of schedule IV

- i. An application for grant of quarry lease for the minerals listed in Part A of Schedule IV of APMCM Rules shall be submitted in Form P to the Assistant Director/ Deputy Director concerned, as the case may be, and each such application shall be accompanied by a plan drawn to the Scale with DGPS reading for each corner or angle termination while demarcating the boundaries and incorporating the DGPS readings (Geo Co- ordinates) duly signed by the applicant and by a qualified Surveyor along with payment of Rs.10,000/- (Rupees Ten Thousand only) towards non-refundable application fee and one time of Annual Dead Rent for every hectare or part thereof towards security amount in the Head of Account prescribed by the Government.
- ii. The security amount shall be refundable when the application is rejected on technical grounds like non availability of area, rejection of No Objection certificate (NOC) and shall be forfeited when the applicant fails to attend Survey and Inspection, withdrawal of the application by the applicant, non-execution of the lease and for any other lapse on the part of the applicant.

iii. On receipt of NOC from the Revenue Department, Assistant Director/ Deputy Director concerned, as the case may be, shall submit the proposals with list of applicants along with their order of receipt to the Director.

iv. The application for grant of Quarry Lease shall be disposed of by the Director in order of their receipt.

Provided that the Director may grant the lease to an applicant whose application is received later in preference to the earlier application with the prior approval of the Government with reasons to be recorded in writing.

v. Director shall take the decision and communicate to the preferred applicant along with a request to pay the 1st instalment of premium amount of 3 times of Annual Dead Rent within 15 days for issue of LOI.

Provided that Director may condone the delay on case-to-case basis and issue an extension of 15 days for payment of 1st instalment of premium amount with reasons to be recorded in writing.

vi. The Security amount paid by the applicant shall be adjusted towards the 1st instalment of premium amount.

vii. Director shall issue LOI along with a copy of the surveyed sketch showing the area on which Mining Plan has to be prepared on receipt of 1st installment of premium amount.

viii. The LOI Holder shall submit Mining Plan, Environmental Clearances (EC) issued by the competent authority and Consent for Establishment (CFE) issued by the competent authority of APPCB along with payment of 2nd instalment of Premium Amount equivalent to 2 times of Annual Dead Rent within two (2) years for issue of grant for proposed lease area.

Provided that Director may allow further period of two (2) years subject to the applicant applies for extension of time along with AMP, acknowledgement in token of filing application for grant of Environmental Clearance, and payment of Rs. 1,000 (one thousand rupees) in the Head of Account prescribed by Government, before expiry of the period stipulated for submission of AMP, EC and CFE.

ix. After expiry of such period, no further extension of time shall be considered, and the Director shall revoke the LOI and the deposit, premium amount and any other payments made so far shall be forfeited

b) Minerals listed in Part B of schedule IV

i. A Quarry Lease for the minerals listed in Part B of Schedule IV of APMMC Rules shall be considered for grant by Director to the preferred bidder selected through the auction process prescribed in AP Minor Mineral Auction Rules

- ii. The Director shall select the Preferred Bidder and issue Notice (Letter of Intent i.e., LOI) along with a copy of the surveyed sketch showing the area on which Mining Plan to be prepared on receipt of 1st instalment of upfront amount equivalent to 3 times of Annual Dead Rent.
  - iii. The LOI Holder shall submit Mining Plan, Environmental Clearances (EC) issued by the competent authority and Consent for Establishment (CFE) issued by the competent authority of APPCB along with payment of 2nd instalment of Upfront Amount equivalent to 2 times of Annual Dead Rent within two (2) years for issue of grant for proposed lease area.
  - iv. Provided that Director may allow further period of two (2) years provided that the applicant applies for extension of time along with AMP, acknowledgement in token of filing application for grant of Environmental Clearance, and payment of Rs. 1,000 (one thousand) in the Head of Account prescribed by the Government, before expiry of the period stipulated for submission of AMP, EC and CFE.
  - v. After expiry of such period, no further extension of time shall be considered, and the Director shall revoke the LOI and the deposit, upfront or premium amount and any other payments made so far shall be forfeited.
- c) Minerals listed in Part C of Schedule IV
- i. An application for grant of quarry lease for the minerals listed in Part C of Schedule IV of APMCM Rules shall be submitted in Form B to the Assistant Director/ Deputy Director concerned, as the case may be and each such application shall be accompanied by a plan drawn to the Scale with DGPS reading for each corner or angle termination while demarcating the boundaries and incorporating the DGPS readings (Geo Co- ordinates) duly signed by the applicant and by a qualified Surveyor along with payment of Rs. 5,000/- (Rupees Five Thousand only) towards non-refundable application fee and one time of Annual Dead Rent for every hectare or part thereof towards security amount.
  - ii. The security amount shall be refundable when the application is rejected on technical grounds like non availability of area, rejection of No Objection certificate (NOC) and shall be forfeited when the applicant fails to attend Survey and Inspection, withdrawal of the application by the applicant, non-execution of the lease and for any other lapse on the part of the applicant.
  - iii. On receipt of NOC from the Revenue Department, Assistant Director/ Deputy Director concerned, as the case may be, shall submit the proposals with list of applicants along with their order to the Deputy Director concerned.
  - iv. The application for grant of QL shall be disposed of by the Deputy Director concerned in order of their receipt.

Provided that the Deputy Director concerned may grant the lease to an applicant whose application is received later in preference to the earlier application with the prior approval of the Government for any special reasons to be recorded in writing.

- v. Deputy Director concerned shall take the decision and communicate to the preferred applicant along with a request to pay the 1st instalment of premium amount of 3 times of Annual Dead Rent within 15 days for issue of LOI. However, for limestone slabs, 1st instalment of premium amount is two times of Annual Dead Rent.

Provided that Deputy Director concerned may condone the delay on case-to-case basis and issue an extension of 15 days for payment of 1st instalment of premium amount with reasons to be recorded in writing.

- vi. The Security amount paid by the applicant shall be adjusted towards the 1st instalment of upfront amount.
- vii. Deputy Director concerned shall issue LOI along with a copy of the surveyed sketch showing the area on which Mining Plan to be prepared on receipt of 1st installment of premium amount.
- viii. The LOI Holder shall submit Mining Plan, Environmental Clearances (EC) issued by the competent authority and Consent for Establishment (CFE) issued by the competent authority of APPCB along with payment of 2nd instalment of Premium Amount equivalent to 2 times of Annual Dead Rent within two (2) years for issue of grant for proposed lease area. However, for limestone slabs, 2nd instalment of premium amount is one time of Annual Dead Rent.

Provided that Deputy Director concerned may allow further period of two (2) years provided that the applicant applies for extension of time along with AMP, acknowledgement in token of filing application for grant of Environmental Clearance, and payment of Rs. 1000 (one thousand) in the Head of Account prescribed by the Government, before expiry of the period stipulated for submission of AMP, EC and CFE.

- ix. After expiry of such period, no further extension of time shall be considered, and the Deputy Director concerned shall revoke the LOI and the deposit, upfront or premium amount and any other payments made so far shall be forfeited."

(2) For sub-rule (2), the following shall be substituted, namely:

"(2)

a) Grant of Leases in Patta / Forest Lands:

- i. The leases in Patta/ Forest Lands for all the minor minerals except Ordinary Sand shall be granted through application basis.
- ii. In case of Patta Lands, application shall be filed to the Assistant Director/ Deputy Director concerned, as the case may be, by the

Pattadar (or) consent holder of the Pattadar in Form P for the minerals listed in Part A and Part B of Schedule IV and in Form B for the minerals listed in Part C of Schedule IV.

- iii. Each such application shall be accompanied by an application fee of Rs. 10,000 for the minerals listed in Part A and Part B of Schedule IV and Rs. 5,000 for the minerals listed in Part C of Schedule IV and security amount of one time of Annual Dead Rent for every hectare or part thereof.
- iv. The application for grant of Quarry Lease for areas falling in forest areas / lands owned by Other Government Institutions viz. Endowment lands, Waqf boards etc shall be disposed of by the Director/ Deputy Director concerned. Whenever, more than one application is received for the same area, the Director/ Deputy Director concerned shall grant lease to the applicant who obtains requisite approvals from Forest Department / Department concerned, as the case may be, at the earliest.
- v. On receipt of required NOCs and consents, as applicable, Assistant Director/ Deputy Director concerned, as the case may be, shall submit the proposals for issue of LOI to the Director/ Deputy Director concerned.
- vi. Director/ Deputy Director concerned shall take the decision and communicate to the preferred applicant along with a request to pay the 1st instalment of premium amount of three times of Annual Dead Rent within 15 days for issue of LOI.  

Provided that Director/ Deputy Director may condone the delay on case-to-case basis and issue an extension of 15 days for payment of 1st instalment of premium amount with reasons to be recorded in writing. However, for limestone slabs, 1st instalment of premium amount is two times of Annual Dead Rent.
- vii. The Security amount paid by the applicant shall be adjusted towards the 1st instalment of premium amount.
- viii. Director/ Deputy Director shall issue LOI along with a copy of the surveyed sketch showing the area on which Mining Plan has to be prepared on receipt of 1st installment of premium amount.
- ix. The LOI Holder shall submit Mining Plan, Environmental Clearances (EC) issued by the competent authority and Consent for Establishment (CFE) issued by the competent authority of APPCB along with payment of 2nd instalment of Premium Amount equivalent to 2 times of Annual Dead Rent within two (2) years for issue of grant for proposed lease area. However, for limestone slabs, 2nd instalment of premium amount is one time of Annual Dead Rent.

Provided that Director/ Deputy Director may allow further period of two (2) years provided that the applicant applies for extension of time along with AMP, acknowledgement in token of filing application for grant of Environmental Clearance, and payment of

Rs. 1,000 (one thousand) in the Head of Account prescribed by the Government before the competent authority, before expiry of the period stipulated for submission of AMP, EC and CFE.

- x. After expiry of such period, no further time shall be considered, and the Director / Deputy Director concerned shall revoke the LOI and the deposit, upfront or premium amount and any other payments made so far shall be forfeited.

b) Grant of Leases in DKT Patta Lands:

- i. The leases in DKT Patta Lands for all the minor minerals except Ordinary Sand shall be granted through application basis.
- ii. The application shall be filed to the Assistant Director/ Deputy Director concerned, as the case may be, in Form P for the minerals listed in Part A and Part B of Schedule IV and in Form B for the minerals listed in Part C of Schedule IV.

Each such application shall be accompanied by an application fee of Rs. 10,000 for the minerals listed in Part A and Part B of Schedule IV and Rs. 5,000 for the minerals listed in Part C of Schedule IV and security amount of one time of Annual Dead Rent for every hectare or part thereof.

- iii. For the minerals listed in Part A, B and C of Schedule IV except Gravel / Morrum & Ordinary Earth, the application may be filed by DKT Pattadar individually or through a company/partnership firm/ LLP/ Proprietorship firm where such pattadar shall hold at-least 51% of equity/shares, as the case may be.

Provided that for Gravel / Morrum & Ordinary Earth, the application shall be filed by the Pattadar (or) consent holder of the Pattadar, in lieu of the requirement of 51% of ownership.

- iv. On receipt of required NOCs and consents, as applicable, Assistant Director/ Deputy Director concerned, as the case may be, shall submit the proposals for issue of LOI to the Director/ Deputy Director concerned.
- v. Director/ Deputy Director concerned shall issue the LOI and grant the lease, after obtaining premium amount and clearances, as applicable as per the procedure mentioned in sub rule (a)''

(3) After sub-rule (2), the following shall be inserted, namely:-

“(2-A) Disposal of Pending Applications

- i. Notwithstanding anything stated in these rules, all applications filed for grant of Quarry Lease for minor minerals listed in Schedule IV and are pending as on 13.03.2022 shall become eligible, irrespective of any ineligible orders issued after the introduction of Andhra Pradesh Minor Mineral Auction Rules 2022 subject to the area applied was free and not covered in the orders issued for auction/ nomination/ allotment.

- ii. In the event of any conflict between applications filed for grant of Quarry Lease by applicants before 13.03.2022 which are now deemed eligible, and applications filed by APMDC or for other national/ state projects, under the provisions of Rule 11(1)(i) of these rules and pending for grant, the competent authority shall give priority to and consider for grant of quarry lease the applications submitted under Rule 11(1)(i) of these rules.
- iii. The deemed eligible applications under sub rule (i) shall be considered by Director or Deputy Director concerned, as the case may be, for grant of Quarry Lease subject to the applicant having first priority as on 13.03.2022, based on date of filing and other eligibility criteria and payment of one time of Annual Dead Rent as a security amount within a period of three months to the Head of Account prescribed by the Government from the date of issue of these amendment rules.

Provided that the applications which are rejected or withdrawn before 13.03.2022 and the applications, for which the application fee and security deposit not paid as per the prevailing rules on 13.03.2022 shall not be considered for grant.

Provided further that all other applications not having the priority as per this rule shall be deemed ineligible.

- iv. The applications which are considered and where security amount was not paid within the stipulated period shall be deemed ineligible and the corresponding areas shall be disposed in accordance with these Rules.
- v. The applicant shall pay the security amount only after verifying the title, nature and classification of land and ensuring that the area is free from encumbrances, based on relevant revenue records.
- vi. The security amount paid by the applicant shall not be refundable under any circumstances and will be adjusted towards first instalment of premium amount.
- vii. The applications for which security amount was paid within 3 (three) months and LOI was not issued within 1 (one) year from the date of issue of these amendment rules, under any circumstances will be deemed ineligible and the corresponding areas shall be disposed in accordance with these Rules.
- viii. In case of minerals listed in Part B of Schedule IV, applications shall be disposed as per the procedure mentioned in Rule 12(1)(a) of these rules.
- ix. In cases where premium amount equivalent to ten times of annual dead rent was previously paid by the applicants and LOIs were not issued, such applications shall be considered for grant of lease irrespective of the order of priority based on date of filing and subject to the area applied was free and not covered in the orders issued for auction/ nomination/ allotment.

- x. The Government reserves the right to prescribe and issue any order of preference or prioritization criteria for disposal of these applications, as deemed appropriate, with reasons recorded in writing.

(4) For sub-rule (3), the following shall be substituted, namely:

"(3) Application for Renewal:

- i. An application for renewal shall be filed to the Assistant Director/ Deputy Director concerned, as the case may be in Form Q accompanied by an application fee of Rs. 10,000.
- ii. Director / Deputy Director concerned, as the case may be, shall grant renewal only upon receipt of an amount equivalent to 5 (five) times of Annual Dead Rent as premium amount, which is payable to two instalments. However, for limestone slabs, premium amount is three times of Annual Dead Rent, which is payable in two equal instalments. Provided that, in case of associated minerals, the highest Dead Rent Amount available for one among the associated minerals shall be considered for estimation of premium amount.
- iii. The application shall be filed before 1 (one) year of expiry of the lease and each such application shall be accompanied by a plan drawn to the Scale duly signed by the applicant and by a qualified Surveyor and 1st instalment of premium amount equivalent to 3 (three) times of Annual Dead Rent.
- iv. The Director may condone the delay for application for renewal on a case-to-case basis by recording the reasons for condonation, provided the applicant submitted the application before expiry of the lease.
- v. The applicant shall file for condonation along with a payment of Rs. 5,000 in the Head of Account prescribed by the Government.
- vi. In cases, where the application is filed within the stipulated time and not disposed of before the expiry of the lease, the period of quarry lease shall be deemed to have been extended till the renewal application is disposed of by the Director/ Deputy Director concerned.
- vii. In cases where the quarry lease holders fail to apply for renewal of the lease before the expiry of the lease, the respective area shall be considered for grant as per the procedure mentioned in Rule 12 (1) & (2) of these rules. Deputy Director/ Director concerned shall initiate the action to grant the lease accordingly.
- viii. If any application other than for grant of renewal filed on the same area before the expiry of the lease, those applications will be treated as premature applications.

(5) After sub-rule (3), the following shall be inserted, namely:

"3A)

- a) All renewal applications, which are pending as on date of issue of these amendment rules, shall be considered for disposal by Director / Deputy Director concerned, as the case may be, on payment of 1st instalment of premium amount equivalent to 3 (three) times of Annual Dead rent within six months from the date of issue of these amendment rules. The period of renewal shall be considered from the date of expiry of lease grant or prior renewal.
- b) For the leases that are expired from 31.03.2023 to the date of issue of minor mineral policy 2025, for which the application either not filed or rejected earlier shall be eligible for renewal on filing applications in Form Q along with payment of 1st instalment of premium amount equivalent to 3 (three) times of Annual Dead Rent within six months from the date of issue of these amendment rules, provided that the area is free for allotment. The period of renewal shall be considered from the date of expiry of lease grant or prior renewal.
- c) The competent authority shall grant the renewals on payment of 2nd instalment of Premium Amount equivalent to 2 (two) times of Annual Dead Rent within the timelines stipulated for submission of AMP, EC and CTE in these rules.
- d) For limestone slabs, the 1st instalment and 2nd instalment of premium amount is equivalent to one and half times of Annual Dead Rent.
- e) In case of associated minerals, the highest Dead Rent Amount available for one among the associated minerals shall be considered for estimation of premium amount.
- f) The areas where applicants failed to deposit the 1st instalment of premium amount within six months specified above shall be disposed off as per Rule 12 (1) & (2) of these rules."

(6) For sub-rule (4), the following shall be substituted, namely:

"4)

a) Lease Periods:

All Quarry Leases shall be granted for the minerals listed in Part A and Part B of Schedule IV for a period of 30 years and for the minerals listed in Part C of Schedule IV for a period of 10 years.

Provided that in respect of Road Metal serving as captive source for a crusher unit, leases shall be granted for a period of 30 years and for non-captive cases, for a period of 15 years.

b) Period of Renewals:

The competent authority shall, renew the leases for the minerals listed in Part A & Part B of Schedule IV for a period of 20 Years and for the minerals listed in Part C of Schedule IV for a period of 10 years.

Provided that in respect of Road Metal serving as captive source for a crusher unit, renewals shall be granted for a period of 15 years.

Provided further that all the renewals granted on payment of premium amount equivalent to 10 times of Annual Dead Rent shall be aligned to the lease periods mentioned above and accordingly the supplementary lease deeds to be executed by Assistant Director/ Deputy Director concerned, as the case may be, in the Form – G. The payment of dispatch premium is exempted for these cases.

c) Extent to be granted for Quarry Leases:

- i. The area covered by lease for the minerals listed in Part A and Part B of Schedule IV shall not be less than four (4) hectares and for the minerals listed in Part C of Schedule IV shall not be less than two (2) hectares.
- ii. The area covered by leases granted for non-captive shall not be more than fifty (50) hectares for leases granted for captive shall not be more than Hundred (100) hectares
- iii. Director on his satisfaction after due consideration of production level, Geographical or Topographical condition may for reasons to be recorded in writing, decrease the minimum area or increase the maximum area proposed for grant of quarry lease or renewal for all minor minerals.
- iv. The above limits shall not be applicable in the cases of Leases granted to State/ Central PSUs"

(7) For sub-rule (5), the following shall be substituted, namely:

"(5)

a) Application for transfer:

- i. The lessee shall not assign, sub-let, transfer or otherwise dispose of the lease that was granted, without obtaining the previous sanction in writing from the Director/ Deputy Director concerned, as the case may be.
- ii. The lessee may submit an application for transfer of lease to the Assistant Director/ Deputy Director concerned, as the case may be, in Form R along with non- refundable application fee of Rs.10,000 (Rupees Ten Thousand only) payable to Head of Account as prescribed by Director.
- iii. The application shall be accompanied by documentary proof of existence and identity of transferee, as applicable:
  - (a) In case of transferee is a Firm / Company, a copy of the certificate issued by the competent authority viz., the Registrar of firms or Registrar of Companies or Regional Director of Ministry of Company affairs, or such authority as the case may be, shall be submitted.

(b) In case the transferee is an individual, a valid photo identity proof and address proof issued by a competent authority shall be submitted.

- iv. The permission for transfer of lease shall be accorded by Director or Deputy Director concerned, as the case may be, on payment of an amount equivalent to three times of annual dead rent per hectare in the Head of Account prescribed by the Government.

Provided that the transferor and the transferee shall not be in arrears of any mineral revenue to the Government.

Provided further that the transfer of a lease without payment shall be permitted only to an immediate legal family member, being the spouse (wife or husband), son, daughter, father, or mother of the lessee, upon submission of legal proof of relationship to the satisfaction of the competent authority.

Provided further that the Director/ Deputy Director concerned, as the case may be, may reject such transfer for reasons to be recorded in writing.

- v. All valid rights, approvals, clearances, licences and like vested with the transferor shall be deemed to have been acquired by the transferee for a period, as prescribed by competent authority. The transferee shall continue quarrying operations on the land, in which quarrying operations were carried out by the transferor for a maximum period, as prescribed by competent authority, from the date of execution of transfer on the same terms and conditions which was stipulated under these rules.
- vi. Upon the transfer of the lease, all existing obligations, liabilities, dues, penalties, and any obligations or liabilities to the Government that may arise in the future under these rules shall be deemed to have been transferred to and vested in the transferee from the date of such transfer. Any penalty, fine, or other liability arising out of operations conducted prior to the date of transfer shall also be recoverable from the transferee, and the transferee shall be deemed responsible for all acts, omissions, and breaches committed by the transferor prior to the date of transfer.
- vii. In the case of Lease held by the Central/State Public Sector Units, they may be permitted to sublet the Lease granted to them in favor of Joint Venture Companies/firms formed by them, intimating the Director.
- viii. Director / Deputy Director concerned, as the case may be, may by an order in writing terminate any lease, at any time if the lessee has, in the opinion of Director/ Deputy Director concerned, committed a breach of any provisions of this rule or has transferred such lease or any right, title, or interest therein otherwise in accordance with this rule.

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case

b) Intimation of Name Change:

- i. The lessee shall intimate to the Director/Deputy Director concerned through the DMGO/ Div. MGO, as the case may be, within 60 days of any change that may take place in its name, nationality or other particulars with relevant copies of certificates issued by the competent authority approving the changes. Subject to condition that, the share holding pattern shall not be changed.
- ii. The Director or Deputy Director concerned shall issue an order, duly recognizing the name change.
- iii. If the lessee fails without sufficient cause to furnish the information referred above within the stipulated period, the lessee shall intimate along with payment of two lakh rupees to the Head of Account prescribed by the Government.
- iv. In the case of continued contravention of these provisions, the Director/ Deputy Director concerned may terminate the lease as the case may be. Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case.

c) Intimation of Change in Ownership

- i. In cases where a lease granted to an individual or sole proprietorship firm is subsequently converted into a partnership firm by adding new partners under the provisions of the Indian Partnership Act, 1932, the lessee shall intimate such changes to the Director/ Deputy Director concerned, within 60 days from the date of such change. The intimation shall be accompanied in Form R-1 with non-refundable application fee of Rs. 10,000, partnership registration certificate and payment of an amount equivalent to three times of annual dead rent in the Head of Account prescribed by the Government for effecting the changes in the lease deed. The lease deed shall be executed in Form G.
- ii. In cases, where a lease granted to a partnership firm which added new partners into the firm under the provisions of the Indian Partnership Act 1932, the lessee shall effect such changes in the constitution of the firm as required and intimate such changes to the Director/ Deputy Director concerned, within 60 days from the date of such change. However, if the original lessee no longer hold any share in the partnership firm, it shall be treated as transfer.
- iii. In cases, where a lease granted to a company registered under provisions of Companies Act 2013 which added new directors into the company under the provisions of the Companies Act 2013, the lessee shall effect such changes in the constitution of the company as required and intimate such changes to the Director/ Deputy Director concerned, within 60 days from the date of such change.

d) Status of existing LOIs

The Letter of Intents (LOIs) issued to the applicant/ preferred bidder, before the commencement of these amendment rules, requesting for submission of Approved Mining Plan, Environmental Clearance and Consent to Establishment shall be disposed of in accordance with these rules. All amounts paid shall be forfeited when the LOI holder fails to submit the AMP, EC and CFE within the stipulated time or in the extended period.

Provided that the payment of premium amount prescribed before issue of Grant and dispatch premium in these amendment rules shall not be applicable for the LOIs issued to the applicant/ preferred bidder, before the commencement of these amendment rules.

e) Execution of Lease deed:

- i. The grantee shall pay the dead rent for execution of lease deed along with land assessment and cess on land assessment.
- ii. The lease deed shall be executed in the form specified in Rule 8 within ninety days from the date of grant or within such further period as the Director may allow in this behalf provided the grantee applies for extension of time along with payment of Rs. 1,000 in the Head of Account prescribed by the Government, before the date of expiry of period stipulated for execution.
- iii. Such extension may be granted by the Director not exceeding two times, and each time not exceeding 15 days. Provided that any such application may be entertained even after the prescribed period specified above, if the applicant satisfies the Director that he had sufficient cause for not making application within the specified time.

Provided that in case no licence or lease deed is executed within the stipulated period or the extended period due to any default on the part of the applicant, the Director/ Deputy Director concerned, as the case may be, shall revoke the order granting licence or lease, and the deposit amount paid along with application shall be forfeited to the Government

f) Grant of Leases for dumping:

- i. An application for grant of lease for dumping for the minerals shall be submitted by the existing lessee in Form B-2 to the Director through Assistant Director/ Deputy Director concerned, as the case may be and each such application shall be accompanied by a plan drawn to the Scale with DGPS readings (Geo Co- ordinates) duly signed by the lessee and by a qualified Surveyor along with payment of Rs. 10,000/- (Rupees Ten Thousand only) towards non-refundable application fee.
- ii. Assistant Director/ Deputy Director concerned, as the case may be, shall submit a proposal to the Director along with NOC and

consent of the pattadars, as applicable and report duly confirming that the existing lease area is not sufficient for dumping of overburden, waste / tailing or other necessary ancillary activities and the lease area identified for dumping is non-mineralized.

- iii. The Director shall grant the lease including additional contiguous or non-contiguous non-mineralized area for the purpose of dumping of overburden/ waste generated from the existing Quarry Lease as an annexure to the existing lease in the interest of mineral development upon receipt of payment of 3 times of Annual Dead Rent as premium amount.
- iv. Assistant Director/ Deputy Director concerned, as the case may be, shall execute a supplementary mining lease deed for the additional non-mineralized area and amalgamate it with the existing quarry lease area within 30 days from the date of grant issued under sub rule (1).

Provided that the period of supplementary lease shall be co-terminus with the existing Quarry Lease.

Provided further that, if the time stipulated above for execution of lease deed is expired, Director may condone the delay and grant an extension for another 30 days.

- v. DMGO/ Div. MGO shall ensure that no production of any mineral will be undertaken in the additional area and also take an undertaking from the leaseholder to this effect.
- vi. DMGO/ Div. MGO shall inform the director regarding execution of supplementary lease deed for non-mineralized area within seven days.
- vii. The leaseholder shall pay Annual Dead Rent every year in advance as per the rates applicable for the existing Quarry Lease for the area included for dumping under sub rule (1).

Provided that the advance dead rent paid for the area designated for dumping shall not be considered for adjustment against the payment of Seigniorage Fee

g) Submission of Mineral Due Clearance Certificate (MDCC):

- i. Applications for renewal, transfer, grant of lease shall be accompanied with the Mineral Due Clearance Certificate (MDCC) in Form H.
- ii. In case, the applicant does not hold any license for lease under any of the Mineral Concession Rules, he shall submit a declaration to this effect in the form of notarized affidavit.
- iii. In case if there is any pending revision, appeal or Hon'ble Court proceedings pending against the outstanding due, the applicant shall submit an undertaking to the effect that the applicant shall obey the final orders issued by the competent authority."

- (8) For sub-rule (6), the following shall be substituted, namely:

"(6) Grant of Leases in Scheduled Areas:

The leases for minor minerals in Scheduled areas shall be granted by the competent authority in accordance with the provisions of these rules after obtaining necessary approvals as per the Andhra Pradesh Panchayats Extension to Scheduled Areas (PESA) Rules, 2011 or any rules/amendments made thereunder."

Provided that these areas may be reserved by the Government in favor of APMDC in the interest of mineral conservation."

- XXII. For Rule 13, the following shall be substituted, namely:

"(13)

- 1) Director/ Deputy Director concerned, as the case may be, shall dispose the applications as per Rule 12.
- 2) Director/ Deputy Director concerned, as the case may be, shall reject the applications filed for grant of leases in the event of default on the part of the applicants for not attending inspection or survey or non-submission of Mineral Dues Clearance Certificate or any other material papers or insufficient submitted material papers as required by Director/ Deputy Director concerned.
- 3) In cases, where the application is rejected on account of any lapse on the part of the applicant in supplying any material information, all amounts paid by the applicant shall be forfeited to the Government."

- XXIII. After Rule 14, following shall be inserted, namely:

"14-A. In case of the determination of the lease, in contravention of these rules resulting in forfeiture of security deposit, a fresh security deposit shall be obtained if such determination is subsequently set aside in the proceedings of revision/ appeal. The lessee shall furnish the fresh security deposit within 30 days, failing which the lease shall not be deemed to be reinstated.

14-B. Upon expiry of the lease, if any sums are due and payable by the lessee to the State Government under the provisions of these rules, Assistant Director/ Deputy Director concerned, as the case may be, shall adjust such sums against the security deposit furnished by the lessee."

- XXIV. For Rule 15, the following shall be substituted, namely:

"(15) Mutation of Lease or LOI or application in favor of legal heirs on death of the lessee or LOI Holder or applicant:

- 1) In case of death of the holder of a lease or LOI or application during the currency of the lease or LOI or application period, the legal heirs may apply to the Assistant Director or Deputy Director concerned, as the case may be, for mutation of their name in the lease or LOI or application in place of the deceased lessee or LOI Holder or applicant, as the case may be.

- 2) Assistant Director or Deputy Director concerned, as the case may be, on receipt of such application for mutation shall enter the names of such legal heirs in the records in place of the deceased lessee /LOI Holder /applicant, as the case may be or reject such mutations for the reasons to be recorded in writing:

Provided further that no such mutation of name in a lease or LOI shall be made in contravention of any condition subject to which such lease was granted or LOI was issued."

XXV. For Rule 16, the following shall be substituted, namely:

"(16) Surrender and Amalgamation of the Lease

1) Surrender of Lease

- a) The lessee shall not surrender the lease except after a notice in writing of not less than six calendar months to the Director in case of minerals listed in Part A and Part B of Schedule IV and to Deputy Director concerned for the minerals listed in Part C of Schedule IV.
- b) Every application for surrender of part of the leasehold area in accordance with the provisions of sub-rule (a) shall be accompanied by a deposit as mentioned in Rule 7 of these rules for meeting the expenditure for the purpose of survey and demarcation of the area to be surrendered with the plan showing surrendered area and retained area in the manner as prescribed under these rules.
- c) Where a lessee applies for the surrender of the whole or part of the leasehold area on the ground that such area is barren or the deposits of minerals being since exhausted or depleted to such an extent that it is no longer economical to work such area, the Director or Deputy Director concerned, as the case may be, shall permit the lessee, from the date of receipt of the application, to surrender that area if the following conditions are satisfied, namely:
  - i. The leasehold area to be surrendered has been properly surveyed and the retained area is contiguous and shall not be less than the minimum extent prescribed in Rule 12.
  - ii. The lessee has paid all the dues payable to the Government under the lease up to the date of application.
  - iii. Mine Closure Plan shall be submitted by the leaseholder before six (6) months from the date of intended to surrender of the lease in the proforma as prescribed by the Director. The Deputy Director concerned shall approve the mine closure plan within a month and ensure compliance of conditions of the approved mine closure plan before acceptance of surrender of the lease.
- d) Where the lessee intends to surrender the leased area in which mineral is not exhausted, shall pay an amount equivalent to 6 months dead rent.

## 2) Amalgamation of Lease

- a) The Director/ Deputy Director concerned may, in the interest of Mineral Development and with reasons to be recorded in writing permit amalgamation of two or more adjoining leases held by a lessee.
- b) The period of amalgamated leases shall be co-terminus with the lease whose period will expire first.

Provided that, if the applicant intends, the period of the amalgamated lease may be extended to align with the lease expiring at a later date, subject to the condition that the lessee pays the premium amount equivalent to five times of annual dead rent, proportionate to the extended period and extent, as applicable to the lease that would have otherwise expired earlier."

XXVI. For Rule 17, the following shall be substituted, namely:

“(17)

### 1) Minerals listed in Part A and Part B of Schedule IV

- a) In the cases, where production and dispatch has not commenced within a period of two years from the date of execution of the lease or is discontinued for a continuous period of two years, after commencement of production and dispatch, the Director shall by an order declare the lease as lapsed and communicate the declaration to the lessee.
- b) In case the licensee or lessee submits an application to the Director within a period of one month from the date of receipt of such order and on being satisfied about the adequacy and genuineness of the reasons for the non-commencement of prospecting or production and dispatch or discontinuance thereof, the State Government may revive the licence or lease.
- c) Such application shall be accompanied by payment of a fee of Rs. 10,000 (Rupees Ten Thousand) to the Head of Account prescribed by the Government.

### 2) Minerals listed in Part C of Schedule IV

- a) In the cases, where production and dispatch has not commenced within a period of one year from the date of execution of the lease or is discontinued for a continuous period of one year after commencement of production and dispatch or the payments as required under Clause (iv) of rule 31 are not made, the Deputy Director shall by an order, declare the quarry lease as lapsed and communicate the decision to the lessee.
- b) In case the licensee or lessee submits an application to the Deputy Director concerned within a period of one month from the date of receipt of such order and on being satisfied about the adequacy and genuineness of the reasons for the non-commencement of production and dispatch or discontinuance thereof, the Director may revive the licence or lease.

- c) Such application shall be accompanied by payment of a fee of Rs. 5,000 (Rupees Five Thousand) to the Head of Account prescribed by the Government”

XXVII. After Rule 17, following shall be inserted, namely;-

“17-A Determination of the Lease

If a lessee is in contravention with these rules, the Director / Deputy Director concerned, as the case may be, may issue an order for determination of the lease.

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case.”

XXVIII. For Rule 18, following shall be substituted, namely:

“18) Forfeiture of amounts paid for non-compliance

If a lessee, individual/ agency / company makes defaults in the payment of any amount due under these rules within the stipulated period or fails to furnish security deposit or to execute the lease deed as mandated, the Director / Deputy Director concerned, as the case may be, may issue an order forfeiting all amounts paid by such party.”

XXIX. In Rule 19, for the expression “Twenty-four (24) percent”, the expression “twelve (12) percent” shall be substituted.

XXX. In Rule 26

- (1) For the existing heading, the following shall be substituted, namely  
“**Recovery of Mineral Value for unauthorized quarrying**”

- (2) For sub-rule (1) and (2) respectively, following shall be substituted, namely:

“ 1) Contravention of Act and Rules:

- a) Any contravention of sub-section (1) or sub-section (1A) of Section 4 of the Act or Rule 5 of these rules shall be punishable in accordance with sub-section (1) of Section 21 of the Act.
- b) Any other contravention of these rules shall be punishable with fine which may extend to five lakh rupees; and in the case of a continuing contravention, with an additional fine which may extend to fifty thousand rupees for every day during which such contravention continues after conviction for the first such contravention.
- c) If any holder of Quarry lease carries on quarrying operations and transports minor minerals by going beyond or encroaching outside the leased area in contravention of these rules, the authorized officer may recover from such person holding Quarry Lease:
- The mineral so raised, transported or stored; or
  - Where such mineral has already been disposed of, the price thereof;

- iii. Along with any Dead Rent, Seigniorage Fee, DMF, MERIT, tax, or other amounts payable under the Act and/or rules made thereunder

2) Enforcement Measures on Illegal Mining, Transportation or Storage and Seizure of Property used in Illegal Mining or Transportation:

- a) Whenever any person raises, transports, or stores, or causes to be raised, transported, or stored, any minor mineral without any lawful authority, the authorized officer may take action on such person as per sub rule (1) (c) of this rule.
  - b) Whenever any person raises, transports, or stores, or causes to be raised, transported, or stored, any minor mineral without any lawful authority and for that purpose uses any tool, equipment, vehicle, or any other thing, such property shall be liable to be seized by an authorized officer. The officer may initiate action for disposal of the mineral through public auction and seek court direction for confiscation of vehicles or tools as per due procedure of law.
  - c) If during movement or transport, a vehicle is found without a valid e-Transit Permit, the authorized officer may issue a notice requiring the driver or owner to pay the price of mineral along with Seigniorage Fee, DMF, and MERIT charges. The authorized officer may seize the mineral and seek court orders for confiscation of the vehicle, in case the driver or owner fails to pay the charges as per the notice issued. Further the officer shall initiate recovery and auction of the seized mineral as per the proceedings of the competent court."
- (3) In sub-rule (3)
- a) In clause (i), for the words "the person authorized under sub-rule (2)", the words "the authorized officer" shall be substituted.
  - b) For clause (ii), following shall be substituted, namely:

"(ii) If no valid document or proof of payment of seigniorage fee and other applicable levies under the Act and rules is produced for the mineral found in possession, the person may be liable to pay the price of such mineral as determined by the authorized officer, in addition to Seigniorage Fee, DMF, and MERIT amounts"
  - c) Clause (iii) shall be omitted.
- (4) For sub-rule (4), following shall be substituted, namely:
- "(4) Suspension of Quarrying Operations
- a) Assistant Director/ Deputy Director concerned, as the case may be, may, after giving a reasonable opportunity of being heard, issue an order for suspension of quarrying operations in cases of encroachment beyond the approved lease area and such suspension shall continue until realization of the price of mineral, Seigniorage Fee, DMF and MERIT for assessed quantities.

- b) In case of repeated contravention by the leaseholder, the Assistant Director/ Deputy Director concerned, as the case may be, may, after giving a reasonable opportunity to submit an explanation, shall recommend termination of the lease to the Director / Deputy Director concerned, as the case may be, in accordance with these rules

- (5) After sub-rule (4), following shall be added, namely:

"5) Disqualification for Future Mineral Concessions:

Any applicant or company convicted for an offence relating to unauthorized quarrying under the Act and the rules made thereunder shall be disqualified from obtaining a new quarry lease or renewal of existing lease from the date of such conviction.

6) The authorities empowered to take action under this rule may request in writing for the help of the revenue and police. The police and revenue authorities shall render such assistance, as may be necessary to enable the officer or official to exercise the powers conferred on them by these rules to stop the illegal mining, transportation or storage of minerals.

7) Cognizable Offence:

Notwithstanding anything contained in the Bharatiya Nagarik Suraksha Sanhita, 2023, the offence referred to in this rule and rule 34 shall be cognizable"

- XXXI. For Rule 27, following shall be substituted, namely:

"27) Responsibility for compliance with Rules

- 1) In areas, where a lease has been granted or LOI is issued, the lessee or LOI holder shall be responsible for compliance with these rules and liable to the Government for any wrongful act or default
- 2) In areas, where no lease is granted, the custodian of the land or the registered holder, as applicable, shall be responsible for any illegal quarrying unless such instances are reported to the DMGO or Div. MGO concerned."

- XXXII. In Rule 28

- (1) After sub-rule (1), following shall be inserted, namely:

"(1-A) If any major mineral or atomic mineral is discovered in the area, the lessee or the permit holder shall inform to the Director through Assistant Director/ Deputy Director concerned, as the case may be. Any contravention of this rule shall result in initiation of action under these rules. Director shall take further necessary steps in this regard"

- (2) In sub-rule (3),

- a) for the words "every quarry", the words "production, dispatch, pit mouth value, sale price, top-soil and overburden conservation and use, tree felling and replantation, etc." shall be substituted.

- b) for the words "except sand, marble, granite and 31 minerals declared as minor mineral vide GSR No.423(E) dt.10.02.2015 by MoM, GOI in Schedule - I of Rule 10 of APMMC Rules, 1966", wherever they occur, the words "Part C of Schedule - IV" shall be substituted.
  - c) for the words "the 31 minerals declared as minor mineral vide GSR No.423 (E) dt.10.02.2015 by MoM, GoI in Schedule - I of Rule 10 of APMMC Rules, 1966", wherever they occur, the words "Part B of Schedule - IV" shall be substituted.
  - d) for the words "the minerals Marble and Granite in scheduled- I of Rule 10 of APMMC Rules, 1966", wherever they occur, the words "Part A of Schedule - IV" shall be substituted.
- (3) After sub-rule (7), following shall be added, namely:

"(8) If the leaseholder fails to submit the e-returns for two consecutive months within the prescribed period in sub rule (3), Assistant Director/ Deputy Director concerned, as the case may be, shall issue a show cause notice to comply within 15 days.

Provided that if the leaseholder fails to submit the e-returns within the notice period, the issuance of permits shall be suspended until compliance is ensured.

Provided further that late submission of e-returns may be permitted upon payment of penalty of Two Hundred rupees per day of delay, calculated from the due date until the date of submission"

XXXIII. After Rule 28, the following shall be inserted, namely;-

"28-A a) Disposal of Overburden/ Waste within the leased areas:

- i. The lessee is permitted to dispose the Granite Waste generated during the ongoing quarrying operations for use in civil construction purposes, treating such waste as Road Metal, Boulders or Building Stone subject to payment of Seigniorage Fee at the rate prescribed under Sl. No. 33 of Schedule I and other applicable levies.
- ii. The lessee is permitted to dispose the Limestone slab Waste generated during the ongoing quarrying operations subject to payment of 50% of Seigniorage Fee prescribed under Sl. No. 22 of Schedule I and other applicable levies.
- iii. In respect of dumps of Granite waste or limestone slab waste, the quantity shall be assessed by the Assistant Director/ Deputy Director concerned, as the case may be, upon receipt of a request from the lessee in the proforma prescribed by the Director. Such assessment shall be carried out using drone /ETS/ DGPS surveys. Subsequent surveys shall be conducted on quarterly basis until exhaustion of dump or cessation of dispatches. All costs incurred for the surveys shall be borne by the lessee.

- iv. Upon assessment of the quantity as per subrule (iii), the lessee shall be permitted to dispose the assessed quantity of granite waste/ limestone slab waste on payment of seigniorage fee and other applicable levies as prescribed under sub rule (i) & (ii) above.
- v. The disposal of granite waste/ limestone slab waste under this rule shall be subject to the lessee modifies the mining plan and obtaining all applicable statutory clearances and approvals, and the dispatches shall be carried out through valid permits obtained in accordance with Rule 34 of these Rules.
- vi. Any other contravention of these rules shall be punishable with fine which may extend to five lakh rupees; and in the case of a continuing contravention, with an additional fine which may extend to fifty thousand rupees for every day during which such contravention continues after conviction for the first such contravention.

b) Auction of Overburden/ Mineral waste Dumps on Government Lands/ Patta Lands:

- i. Director is authorized to auction the overburden dumps / Mineral waste in Government Lands/ Patta Lands through competitive bidding.
- ii. Assistant Director/ Deputy Director concerned, as the case may shall survey all the government lands/ patta lands and submit proposals from time to time to the Director for auction of overburden or mineral waste dumps.
- iii. The disposal of dumps under this rule shall be subject to the bidder obtaining all applicable statutory clearances and approvals.
- iv. Director shall issue operational guidelines in this regard from time to time."

XXXIV. In Rule 31

- (1) For clauses (i) and (ii), the following shall be substituted, namely:

"(i) The licensee or lessee for the minerals listed in Part A of Schedule IV shall observe the provisions of Granite Conservation and Development Rules, 1999 or the provisions of Marble Development and Conservation Rules, 2002, as the case may be.

(ii) The lessee shall pay the seigniorage fee as per the rates prescribed from time to time in Schedule-I and other levies as prescribed by Government from time to time in advance for the quantity intended to be dispatched and then only dispatch the mineral."

- (2) In clause (iv), the words "in any Government Treasury and file the challans to the Assistant Director concerned" shall be omitted.

- (3) For clause (b) of sub-rule (vi), the following shall be substituted, namely:

"(b) For all leases, where DGPS (Geo-coordinates) readings have not yet been recorded, the lease boundaries shall be demarcated within the time

limit specified by Director through an agency empaneled by the Department for this purpose. The lessee shall ensure submission of DGPS readings to Assistant Director/ Deputy Director concerned, as the case may be, and erection of the boundary pillars at all corner points reflecting the recorded co-ordinates"

- (4) For clause (vii), the following shall be substituted, namely:

"The lessee shall conduct quarrying operations in an efficient, proper, skillful and workman like manner, ensuring the prevention of waste within the quarry and shall not be conducted in a manner that poses a danger to human life or cattle. If directed by the Assistant Director/ Deputy Director concerned, as the case may be, the lessee shall securely fence the quarry or any part thereof to the satisfaction of the said authority"

- (5) For clauses (ix) and (ix) (a) to (h), the following shall be substituted, namely:

"The lessee is required to obtain the transit forms in advance for transportation.

Provided that no dispatch permit shall be issued, if the lease holder having any mineral revenue arrears or any pending Demand Notices or any contraventions/ violations committed under these rules"

- (6) In clause (x), after the words "permit", the words "without intimation to the Assistant Director/ Deputy Director concerned, as the case may be" shall be inserted, at the end.

- (7) For clause (xi), the following shall be substituted, namely:

"(xi) The lessee shall obtain the permission of the Assistant Director/ Deputy Director concerned, as the case may be, before erecting on the area under lease or permit any building for quarrying purposes if the area belonged to the Government"

- (8) For clause (xii), the following shall be substituted, namely:

"(xii) If any minor mineral not specified in the lease or the order sanctioning the permit is discovered in the area, under lease or permit, the lessee or the permit holder shall inform to the Assistant Director concerned and obtain permission for inclusion of the mineral in the lease from the Deputy Director concerned/ Director, as the case may be.

After inclusion of the mineral in the lease, the leaseholder is permitted to win or dispose of such mineral duly paying seigniorage fee and other applicable fee/ charges.

Any contravention of this rule shall result in initiation of action under these rules."

- (9) For clause (xiii), the following shall be substituted, namely:

"(xiii) If the lessee stops to work the quarry without the prior permission for a continuous period of two years for the minerals listed in Part A & Part

B of Schedule IV and for a continuous period of one year for the minerals listed in Part C of Schedule IV, the lease granted for quarrying shall be liable to be cancelled"

(10) For clause (xiv), the following shall be substituted namely:

"(xiv) If any major mineral or atomic mineral is discovered in the area, the lessee or the permit holder shall inform to the Director through Assistant Director/ Deputy Director concerned, as the case may be."

(11) In clause (xvii), for the words "condition (iii), (xv) or (xvi)", the words "these rules or expiry of the lease or permit" shall be substituted.

(12) In clause (xviii), for the words "The Deputy Director", the words "The Director/ Deputy Director concerned, as the case may be" shall be substituted.

(13) For clause (xx), the following shall be substituted, namely:

"(xx) The State Government shall have the right of pre-emption to direct the lease holder lying in or upon the said lands hereby demised shall with all possible expedition deliver minerals to the processing industries in the State on fair market price or through e-auction with industry having first right of refusal under the power conferred by this provision."

XXXV. For Rule 33, the following shall be substituted, namely;-

"33. Disposal of Seized Minerals and Minerals remaining upon expiry of the lease" shall be substituted.

(a) Any stocks of minor minerals excavated by the lessee or the person who worked at the quarry under a lease or permit under these rules and left lying on the area after the expiry of the lease or permit and seized mineral shall be the property of the Government and the Assistant Director may sell it in e-auction.

(b) The Reserve Price shall be fixed by the Assistant Director/ Deputy Director concerned considering average sale price of the mineral based on the returns filed by the leaseholder within the district.

Provided that if the average sale price is not available within the district, the average sale price of neighboring districts shall be considered.

Provided further that, if the average sale price is not available within the neighboring district, the average sale price of the state shall be considered."

(c) The Reserve Price fixed by the Assistant Director/ Deputy Director concerned under sub rule (b) shall be approved by the Deputy Director/ Director concerned respectively

(d) On payment of the knocked down amount discovered in the auction conducted under sub rule (a) by the successful bidder in the Head of Account prescribed by the Government, Assistant Director/ Deputy Director concerned shall issue dispatch permits as per Rule 34"

## XXXVI. In Rule 34

- (1) For sub-rule (1), (2) and (3), respectively, the following shall be substituted, namely:

“

1)

- a) No minor mineral shall be dispatched from any leased area without a valid permit issued by the Assistant Director/Deputy Director concerned, as the case may be, or by the Contractor or an officer authorized in this behalf by the Director, as per the procedure laid down by the Director.
- b) Any Officer authorized by the Director in this behalf or contractor in the contract awarded sectors may check a vehicle carrying minor mineral at any place, and the owner or person in-charge of the vehicle shall produce the permit and other documents such as waybill etc as demanded.
- c) Where any person dispatches, causes to be dispatched, or attempts to dispatch any minor mineral without a valid permit or by misuse of a permit/transit form, the authorized officer of the Government may recover from such person:
  - i. the mineral so dispatched or the price thereof, if already disposed of,
  - ii. the applicable Seigniorage Fee, DMF, MERIT, and any other levies payable under the Act and/or the Rules made thereunder
- d) Any subsequent offence shall result in termination of the Quarry lease after giving the reasonable opportunity of stating the case
- e) For the purpose of this rule, 'misuse' of a permit or transit form shall include, but not be limited to
  - i. Use of a transit form issued for a specific dispatch for any other unauthorized dispatch;
  - ii. Repeated use of the same transit form for multiple dispatches;
  - iii. Obtaining a permit or generating a transit form without actual excavation;
  - iv. Use of permits or transit forms belonging to other leases or leaseholders;
  - v. Generation of permits or transit forms without payment of applicable fees or charges;
  - vi. Fabrication, alteration, or tampering of transit forms or related records;

- vii. Use of transit forms for dispatch of material excavated from areas beyond the approved lease boundaries;
- viii. Use of transit forms for dispatches in excess of the approved quantities permitted under relevant statutory clearances, including but not limited to Environmental Clearance
- f) No dispatch permit shall be issued to any leaseholder who has any mineral revenue arrears, pending demand notices, or unresolved violations under the Act or these Rules, until such dues or contraventions are resolved as per law.
- 2) The application for the dispatch permit under sub-rule (1) shall be made by the lessee through OMEPS to the Assistant Director/ Deputy Director concerned, as the case may be in Form-K after payment of Seigniorage Fee, DMF & MERIT and other levies, as applicable, for the proposed quantity to be dispatched. The permit shall be issued by the competent authority through OMEPS in Form – L
- 3) The leaseholders in the contract awarded sector shall obtain permits in accordance with Rule 10 (I) of these rules. In the event that the Seigniorage Fee Collection Contract is expired or temporarily suspended or discontinued, the leaseholder shall be entitled to obtain permits through OMEPS directly from the Assistant Director or Deputy Director concerned, as the case may be.”
- (2) After sub-rule (6), the following shall be added, namely:
  - “(7) The units covered under Rule 10(5) shall obtain dispatch permits from the Assistant Director/ Deputy Director concerned, as the case may be, in “Form K-1” by filing an application through the Online Mineral e-Permit System (OMEPS) in “Form L-1”. The permit shall be issued upon payment of the applicable slab rate as prescribed in Schedule III, up to the quantity limit specified therein, in lieu of Seigniorage Fee, along with statutory contributions towards DMF and MERIT.

Provided that such units shall invariably procure raw material only from authorized lessees or licensees of the respective mineral, as per the provisions of these rules. Any procurement of mineral through unauthorized quarrying shall render the unit liable for action under Rule 26 of these rules.”

XXXVII. In rule 35, for the words “two months”, the words “ninety days” shall be substituted.

XXXVIII. The existing explanation to Rule 35-A, shall be omitted.

XXXIX. For Rule 35-B, following shall be substituted, namely:

“35-B) Every appeal under Rule 35 or application for revision under Rule 35-A shall be accompanied by payment of rupees five thousand in the Head of Account prescribed by the Government”

XL. In sub-rule (1) of Rule 35-C

- a) For the words "Treasury receipt shown that the fees specified in Rule 35-B of these rules has been paid into a Government Treasury, or in any Branch of State Bank of India/Hyderabad conducting the Treasury business to the credit of the head of account is specified therein", the words "proof of payment of fees in the Head of Account prescribed by the Government" shall be substituted.
- b) In the proviso, the expression "the said period of two months/" shall be omitted.

XLI. For Rule 37, the following shall be substituted, namely:

"37 Nothing in these rules shall apply to search for minerals at the surface not involving any substantial disturbance of the soil, any prospecting operations undertaken by the Geological Survey of India, the Indian Bureau of Mines, the Atomic Minerals Directorate for Exploration and Research of the Department of Atomic Energy of the Central Government, Mineral Exploration Consultancy Limited, a Government Company within the meaning of clause (45) of section 2 of the Companies Act, 2013, Department of Mines and Geology, APMDC and MERIT."

XLII. In these rules, for the words "Consideration Amount, DMF, MERIT & IT", wherever they occur, the words "contribution towards DMF & MERIT" shall be substituted."

XLIII. In these rules, for the words "consideration amount", wherever they occur, shall be omitted.

XLIV. In these rules, for the words "Assistant Director", wherever they occur, the expression "Assistant Director/ Deputy Director, as the case may be" shall be substituted.

XLV. For Schedule - I, II, III and IV appended to Rule 10, the following shall be substituted, respectively, namely

**"SCHEDULE - I"**

**(RATES OF SEIGNIORAGE FEE)**

S.No	Name of Minor Mineral	Unit	Rate of Seigniorage Fee (in Rupees)
1	Agate	MT	180
2	Ball Clay	MT	130
3	Building Stone	MT	105
4	Calcareous Sand	MT	115
5	Calcite	MT	160
6	Chalcedony Pebbles	MT	105
7	Chalk	MT	120
8	China Clay	MT	105
9	Clay (Others)	MT	105
10	Corundum	MT	150

S.No	Name of Minor Mineral	Unit	Rate of Seigniorage (in Rupees)	Fee
11	Diaspore	MT	520	
12	Dimensional Stone used for Cubes & Kerbs	MT	170	
13	Dolomite	MT	115	
14	Dunite/ Pyroxenite	MT	75	
15	Felsite	MT	160	
16	Fireclay	MT	105	
17	Fullers Earth/ Bentonite	MT	225	
18	Fuschite Quartzite	MT	160	
19	<b>Granite useful for cutting &amp; polishing</b>			
<b>S.No</b>	<b>Item</b>	<b>Unit</b>	<b>Above Gangsaw/ &gt; 270 cm x 150 cm size</b>	<b>Below Gangsaw/ 270 cm x 150 cm &amp; below size</b>
i	Black Galaxy Granite	MT	1830	1530
ii	Black Granite other than Black Galaxy	MT	1520	1300
iii	Color Granite (Srikakulam Blue, Moon White, River White of Visakhapatnam Dist., Leptinites of Coastal Dists, Black Pearl of Prakasam & Guntur Dist)	MT	1660	1410
iv	Color Granite (Silver Waves, Madanapalli White, & Iscon White)	MT	1360	1200
v	Color Granite (Others)	MT	940	720
<b>19</b>	<b>Laterite</b>			
i	Dispatched for use in Alumina & Aluminium metal extraction	MT		350
ii	For use other than Alumina & Aluminum metal extraction & export	MT		175
20	Limekankar/ Limestone	MT		160
21	Lime shell	MT		210
<b>22</b>	<b>Limestone (Slabs)</b>			
i	Color	Sq. Mtr/ MT		12/150
ii	White	Sq. Mtr/ MT		12/150
iii	Black	Sq. Mtr/ MT		8/140
23	M-Sand	MT		75
24	Marble	MT		150
25	Morrum/ Gravel & Ordinary Earth	MT		55
26	Mosaic Chips	MT		160
27	Ochre	MT		105

S.No	Name of Minor Mineral	Unit	Rate of Seigniorage Fee (in Rupees)
28	Ordinary Clay, Silt and Brick Earth used in Manufacture of Bricks including Tiles	Per Kiln per annum	10,000
29	Ordinary Sand	MT	0
30	Pyrophyllite	MT	250
31	Quartzite	MT	160
32	Rehmati	MT	45
33	Road Metal & Ballast	MT	105
34	Rough Stone/ Boulders	MT	105
35	Sand (Others)	MT	175
36	Shale	MT	180
37	Shingle	MT	105
38	Silica Sand	MT	260
39	Slate	MT	175
40	Steatite/ Soap Stone	MT	660
41	White Shale	MT	315
42	White Clay	MT	315

**"SCHEDULE - II"****RATE OF DEAD RENT**

S. No.	Mineral	Dead Rent (Rupees/ Ha/ Annum)
1	Black Galaxy Granite and Black Granite	1,80,000
2	Color Granite (Srikakulam Blue, Moon White, River White of Visakhapatnam Dist., Leptinites of Coastal Dists, Black Pearl of Prakasam & Guntur Dist, Silver Waves, Madanapalli White and Iscon White)	1,50,000
3	Color Granite (Others)	1,30,000
4	Limestone other than classified as major minerals used for lime burning for Building construction purposes, marble, boulders, building stone including stone used for Road Metal, Ballast, Manufactured sand, concrete & other construction purpose, Shale, Slate & Phyllites, Mosaic Chips, Fullers Earth/Bentonite & Dimensional Stone used for Cubes and Kerbs	80,000
5	Gravel, Morrum, Ordinary Earth, Shingle, Limestone Slabs used for flooring purpose, Limekankar, Chalcadeny Pebbles used in the building purpose, limeshell for burning used for building purposes, and Rehmati	65,000
6	All minor minerals which are not covered under Sl. No. 1 to 5 above	30,000

**"SCHEDULE – III"****RATE OF SEIGNIORAGE FEE UNDER SLAB SYSTEM**

Those who possess stone cutting and polishing industries and joined in slab system, the computation of Seigniorage Fee, DMF & MERIT in respect of raw material consumed in their industries is as per the following:

<b>S. No.</b>	<b>Type of Blade</b>	<b>Slab Rate in Rupees per month per blade</b>	<b>Ceiling Limit per month per blade</b>
a	Block cutter with single blade involved in cutting Granite Blocks below 270 cm x 150 cm size in erstwhile Prakasam District	35,000	22 Cu.M
b	Block cutter with multi blade involved in cutting Granite Blocks below 270 cm x 150 cm size in erstwhile Prakasam District	70,000	44 Cu.M
c	Block cutter with single blade involved in cutting Granite Blocks below 270 cm x 150 cm size in other than erstwhile Prakasam District	28,000	22 Cu.M
d	Block cutter with multi blade involved in cutting Granite Blocks below 270 cm x 150 cm size in other than erstwhile Prakasam District	56,000	44 Cu.M
e	Composite rate (Seigniorage Fee, DMF & MERIT) per Sq. M for the blocks procured beyond ceiling limit considering average yield per each Cu.M as 33 Sq. M	Rs. 90	
f	Composite rate (Seigniorage Fee, DMF & MERIT) per Sq. M for the blocks procured beyond ceiling limit considering average yield per each Cu.M as 33 Sq. M	Rs. 75	

**"SCHEDULE – IV"****LIST OF MINERALS****Part – A**

1. Granite
2. Marble

**Part – B**

1. Agate
2. Ball Clay
3. Calcareous Sand
4. Calcite

5. Chalk
6. China Clay
7. Clay (Others)
8. Corundum
9. Diaspore
10. Dolomite
11. Dunite/ Pyroxenite
12. Felsite
13. Fire Clay
14. Fuschite Quartzite
15. Gypsum
16. Jasper
17. Kaolin
18. Laterite
19. Limekankar/ Limestone (Minor)
20. Ochre
21. Pyrophilite
22. Quartzite
23. Sand (Others)
24. Shale
25. Silica Sand
26. Steatite/ Talc/ Soapstone
27. White Clay
28. White Shale

### **Part – C**

1. Building Stone
2. Chalcedony Pebbles
3. Dimensional Stone used for Kerbs & Cubes
4. Fullers Earth/ Bentonite
5. Limeshell
6. Limestone Slabs (Color/ White/ Black)
7. Manufactured Sand
8. Morrum/ Gravel & Ordinary Earth
9. Mosaic Chips
10. Rehmati
11. Road Metal & Ballast
12. Rough Stone/ Boulders
13. Shingle

14. Slate

**Part – D**

1. Ordinary Sand

XLVI. In Form - G,

- (1) for the marginal heading "FORM OF LEASE FOR MINOR MINERALS" shall be substituted.
- (2) Following shall be inserted in Clause 14  
"In the case of major minerals or atomic minerals, the lessee or registered holder shall not win, extract, or dispose of such minerals and intimate the Assistant Director of Mines & Geology concerned within 30 days of discovery for necessary action, as prescribed under the applicable laws and rules"

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**GOVERNMENT OF ANDHRA PRADESH****APPLICATION – MODEL FORM 'B'****Application for quarry lease for minerals specified in Part-C of Schedule IV****(To be submitted in Triplicate)****(See Rule 9)**

Received at .....(Place)

On Date .....(DD/MM/YYYY)

On Time .....(HH/MM/SS)

Initial of the Receiving Officer

To

The Deputy Director of Mines &amp; Geology, .....

Through District Mines &amp; Geology/ Divisional mines &amp; Geology Officer .....

**Sir,**

1. I/ We request that a quarry lease under the APMMC Rules, 1966 may be granted to me / us.
2. A sum of Rs..... (in words) being the fees in respect of this application fee payable vide CFMS Challan No..... & Date: .....
3. A sum of Rs. .... (in words) being the fees in respect of security amount payable vide CFMS Challan No..... & Date: .....
4. The required particulars are given below:

i.	Name of the applicant with complete address	
ii.	Is the applicant a private individual/ Partnership firm/ Cooperative firm/ Association/ Company/ Private Sector Undertaking/ Public Sector Undertaking or any other	
iii.	In case the applicant is	
	a) Individual	
	(i) Nationality	
	(ii) Aadhaar No.	
	(iii) PAN No.	

	(iv) GST No.	
	(v) Qualification	
	(vi) Experience in Quarrying	
	b) Company	
	(i) CIN No.	
	(ii) Attested copy of the certificate of registration of the company shall be enclosed	
	(iii) TAN / PAN No.	
	(iv) GST No.	
	c) Partnership Firm/ Association	
	(i) No. of Partners/ members	
	(ii) Names of Partners/ members	
	(iii) Nationality of Partners/ Members	
	(iv) Details of Partners/ Members (Aadhaar/ PAN)	
	(v) GST No.	
	d) Co-operative Society	
	(i) Place of Registration	
	(ii) Copy of certificate of registration	
	(iii) GST No.	
iv.	Profession or nature of business of applicant	
v.	Particulars of documents appended	
	a) Mineral Dues Clearance Certificate (or)	
	b) Affidavit in lieu of production of Mineral Dues Clearance Certificate within 90 days of submission of application (or)	
	c) Affidavit when not holding any Quarry Lease	

vi.	Mineral or Minerals for which the applicant intends to quarry																																
	a) Primary Mineral																																
	b) Associated Mineral/ Minerals																																
vii.	Period for which quarry lease is required																																
viii.	Extent of the area for which quarrying lease is required in Hectares																																
ix.	Details of the area in respect of which Quarry Lease is required																																
	<table border="1"> <tr> <th rowspan="2">District</th><th rowspan="2">Mandal</th><th rowspan="2">Village</th><th rowspan="2">Sy. No</th><th rowspan="2">Extent (Ha)</th><th colspan="4">Land Classification (Ha)</th></tr> <tr> <th>Govt</th><th>Patta</th><th>DKT Patta</th><th>Forest</th></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	District	Mandal	Village	Sy. No	Extent (Ha)	Land Classification (Ha)				Govt	Patta	DKT Patta	Forest																			
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x.	Brief description of the area with particulars reference to the following																																
	a) Does the applicant have surface Rights over the area																																
	b) if not, has the applicant obtained the consent of the land for undertaking quarrying operation  c) if so, the consent of the owner and occupier of the land be obtained in writing and be filed.																																
xi	A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper notation as an accuracy level of five digits in seconds in the location or position format as hddd.mm.ss.sssss for each corner or angle duly signed by the applicant and qualified surveyor.																																
xii.	In case the area applied for is under forest, the following particulars be given																																

	a) Forest division Block and Range	
	b) Legal Status of the forest (namely reserved, protected, unclassified, etc.)	
xiii.	Details of Quarry Leases applied but not granted	
	a) Details of Leases already granted in the state (Lease Id, Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	b) Details of LOIs already issued in the state but not granted (LOI No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	c) Details of Applications filed and pending for disposal (Application No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
xiv.	Manner in which mineral raised to be utilized	
	a) If for captive use, the location of plant, capacity of the plant, project cost and employment generation	
	b) for sale within the country	
	(i) Indicate the industries in which it would be used	
	(ii) Whether the mineral will be utilized in raw form or after processing	
	c) for exports to foreign country	
	(i) Names of the countries to which it is likely to be exported	
	(ii) Whether the mineral will be exported in raw form or after processing.	
xv.	Proposed Investment (in Rs. Lakhs)	
xvi.	Source of Investment	
	a) Own Funds (Rs. Lakhs)	

	b) Bank Loans (Rs. Lakhs)	
	c) Any Other Source (Rs. Lakhs), mention such source wise	
xvii.	Proposed Employment	

### 5. Declaration:

- i. We, the undersigned, do hereby declare that the particulars furnished above are true and correct to the best of our knowledge and belief. I/We undertake to furnish any additional information, including accurate plans and security deposit, as may be required by the competent authority.
- ii. I/We also undertake to pay any increased application fees or security amounts as may be notified through amendments to the rules during the processing of this application.
- iii. I/We further agree to abide by all applicable rules and regulations, and to pay any applicable fees, deposits, and any subsequent enhancements or levies imposed by the Government, in case the lease is granted.
- iv. I/We fully understand that the mere submission of this application does not confer any right or entitlement to the grant of quarry lease. I/We shall abide by the decision of the Department in granting the lease to any other preferred applicant as per the applicable rules or prioritization criteria.
- v. In the event of any false claim, incorrectly information, or lapse on my/our part, the competent authority shall have the right to reject or cancel the application as per rules.

**Place:**

**DATE:**

**Yours faithfully,**

### Enclosures:

1. A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper location for each corner or angle duly signed by the applicant and qualified surveyor.
2. A Mineral dues Clearance Certificate prescribed in form "H". In case the applicant does not hold any license for lease under any of the Mineral Concession Rules, and shall submit a declaration to this effect in the form of an Affidavit.
3. Form "B" 4 sets.
4. Notarized Affidavit on N.J. Stamp paper worth Rs.
5. Application Fee including Survey Charges
6. Security Amount

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**GOVERNMENT OF ANDHRA PRADESH**  
**APPLICATION FOR TEMPORARY PERMIT – FORM 'B-1'**

**Application for Temporary Permit for minerals specified in Part C of  
Schedule IV**

**(To be submitted in Triplicate)**

**(See Rule 9(iii))**

Received at .....(Place)  
 On Date .....(DD/MM/YYYY)  
 On Time .....(HH/MM/SS)  
 Initial of the Receiving Officer

To

The Assistant Director of Mines & Geology, .....

**Sir,**

1. I/ We request that a quarry lease under the APMMC Rules, 1966 may be granted to me / us.
2. A sum of Rs. .... (in words) being the fees in respect of survey charges paid vide CFMS Challan No..... & Date: .....
3. The required particulars are given below:

i.	Name of the applicant with complete address	
ii.	Is the applicant a private individual/ Partnership firm/ Cooperative firm/ Association/ Company/ Private Sector Undertaking/ Public Sector Undertaking or any other	
iii.	In case the applicant is	
	a) Individual	
	(i) Nationality	
	(ii) Aadhaar No.	
	(iii) PAN No.	
	(iv) GST No.	
	(v) Qualification	
	(vi) Experience in Quarrying	
	b) Company	
	(i) CIN No.	

	(ii) Attested copy of the certificate of registration of the company shall be enclosed																								
	(iii) TAN / PAN No.																								
	(iv) GST No.																								
	c) Partnership Firm/ Association																								
	(i) No. of Partners/ members																								
	(ii) Names of Partners/ members																								
	(iii) Nationality of Partners/ Members																								
	(iv) Details of Partners/ Members (Aadhaar/ PAN)																								
	(v) GST No.																								
	d) Co-operative Society																								
	(i) Place of Registration																								
	(ii) Copy of certificate of registration																								
	(iii) GST No.																								
iv.	Applicant Phone No.																								
v.	Applied Area Details																								
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		Govt Land	Patta Land																						
v.	Applied Mineral																								
vi.	Applied Area Co-ordinates	<table border="1"> <thead> <tr> <th>Latitude</th><th>Longitude</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Latitude	Longitude																					
Latitude	Longitude																								
vii.	Applied Quantity in Cum/ MT																								
ix.	Purpose of the work																								
x.	Copy of the work agreement																								
xi.	Brief description of the area with particulars reference to the following																								

	a) Does the applicant have surface Rights over the area	
	b) if not, has the applicant obtained the consent of the land for undertaking quarrying operation	
	c) if so, the consent of the owner and occupier of the land be obtained in writing and be filed.	

**4. Declaration:**

- i. We, the undersigned, do hereby declare that the particulars furnished above are true and correct to the best of our knowledge and belief. I/We undertake to furnish any additional information, including accurate plans, as may be required by the competent authority.
- ii. I/We further agree to abide by all applicable rules and regulations, and to pay premium, seigniorage fee, contribution towards DMF & MERIT, as applicable, imposed by the Government, in case the permit is granted.
- iii. I/We fully understand that the mere submission of this application does not confer any right or entitlement to the grant of temporary permit. I/We shall abide by the decision of the Department in granting the temporary permit.
- iv. In the event of any false claim, incorrectly information, or lapse on my/our part, the competent authority shall have the right to reject or cancel the application as per rules.

**Place:****DATE:****Yours faithfully,****Enclosures:**

1. A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper location for each corner or angle duly signed by the applicant and qualified surveyor.
2. A Mineral dues Clearance Certificate prescribed in form "H". In case the applicant does not hold any license for lease under any of the Mineral Concession Rules, and shall submit a declaration to this effect in the form of an Affidavit.
3. Form "B" 4 sets.
4. Notarized Affidavit on N.J. Stamp paper worth Rs.
5. Application Fee including Survey Charges
6. Security Amount

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**GOVERNMENT OF ANDHRA PRADESH**  
**APPLICATION – MODEL FORM 'B-2'**  
**Application for Leases for Dumping for Quarry Lease**  
**(To be submitted in Triplicate)**  
**(See Rule 12 (5) (f))**

Received at .....(Place)  
 On Date .....(DD/MM/YYYY)  
 On Time .....(HH/MM/SS)  
 Initial of the Receiving Officer

To  
 The Director of Mines & Geology  
 Through District Mines & Geology/ Divisional Mines & Geology Officer .....

**Sir,**

1. I/ We request that a quarry lease under the APMMC Rules, 1966 may be granted to me / us.
2. A sum of Rs..... (in words) being the fees in respect of this application fee payable vide CFMS Challan No..... & Date: .....
3. The required particulars are given below:

i.	Name of the applicant with complete address	
ii.	Is the applicant a private individual/ Partnership firm/ Cooperative firm/ Association/ Company/ Private Sector Undertaking/ Public Sector Undertaking or any other	
iii.	In case the applicant is	
	a) Individual	
	(i) Nationality	
	(ii) Aadhaar No.	
	(iii) PAN no.	
	(iv) GST No.	
	(v) Qualification	
	(vi) Experience in Quarrying	

	b) Company	
	(i) CIN No.	
	(ii) Attested copy of the certificate of registration of the company shall be enclosed	
	(iii) PAN/ TAN No.	
	(iv) GST No.	
	c) Partnership Firm/ Association	
	(i) No. of Partners/ members	
	(ii) Name of Partners/ members	
	(iii) Nationality of Partners/ Members	
	(iv) Details of Partners/ Members including Aadhaar, PAN/TAN	
	(v) GST No.	
	d) Co-operative Society	
	(i) Place of Registration	
	(ii) Copy of certificate of registration	
	(iii) PAN/ TAN No.	
	(iv) GST No.	
iv.	Profession or nature of business of applicant	
v.	Particulars of the Quarry lease for which additional area for dumping is desired	
	a) Lease ID	
	b) Date of Initial Grant (DD/MM/YYYY)	
	c) Details of previous renewals granted if any	
	d) Date of Expiry of Lease as per last renewal/ grant (DD/MM/YYYY)	

	e) Primary Mineral																												
	f) Associated Minerals																												
	g) Details of Over-burden/ Waste to be dumped																												
vi.	Extent of the area for which Dumping Lease is required in Hectares																												
vii.	Whether the area applied for dumping lease is mineralized or non-mineralized																												
viii.	Whether the area applied for dumping lease is contiguous or non-contiguous to the existing lease.																												
ix.	If Non-Contiguous, distance of the applied area from the Quarry Lease																												
x.	Details of the area in respect of which Dumping Lease is required																												
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xi.	Brief description of the area with particulars reference to the following																												
	a) Does the applicant have surface rights over the area																												
	b) if not, has the applicant continue to have the consent of the land for undertaking quarrying operation  c) if so, the consent of the owner and occupier of the land obtained in writing to be enclosed.																												
xii.	A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper notation as an																												

	accuracy level of five digits in seconds in the location or position format as hddd.mm.ss.sssss for each corner or angle duly signed by the leaseholder and qualified surveyor.	
xiii.	Details of Statutory Clearances obtained during the currency of lease period.	
	a) Approved Mining Plan/ Schemes	
	b) Environmental Clearance	
	c) Consent To Establish	
	d) Consent To Operate	
xiv.	Method followed for dumping	
xv.	Any other particulars which the applicant wishes to furnish.	

#### 4. Declaration:

- i. We, the undersigned, do hereby declare that the particulars furnished above are true and correct to the best of our knowledge and belief. I/We undertake to furnish any additional information, including accurate plans and security deposit, as may be required by the competent authority.
- ii. I/We also undertake to pay any increased application fees or premium amounts as may be notified through amendments to the rules during the processing of this application.
- iii. I/We further agree to abide by all applicable rules and regulations, and to pay any applicable fees, deposits, and any subsequent enhancements or levies imposed by the Government, in case the lease is granted.
- iv. I/We fully understand that the mere submission of this application does not confer any right or entitlement to the grant of lease for dumping. I/We shall abide by the decision of the Department if the application is rejected by the competent authority for the reasons recorded in writing.
- v. In the event of any false claim, incorrectly information, or lapse on my/our part, the competent authority shall have the right to reject or cancel the application as per rules.

**Place:**

**DATE:**

**Yours faithfully,**

**Enclosures:**

1. A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper location for each corner or angle duly signed by the applicant and qualified surveyor.
2. Form "B-2" 4 sets.
3. Notarized Affidavit on N.J. Stamp paper worth Rs.
4. Application Fee including Survey Charges
5. Copies of Statutory Clearances

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM G-I**  
**MODEL FORM FOR LEASE DEED FOR TRANSFER OF QUARRY LEASE**  
**(See Rule 8)**

1. When the transferor is an individual..... day of 20..... between.... The indenture made this (Name of the person with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).

When the transferors are more than one individual \_\_\_\_\_ (Name of the person with address and occupation) and \_\_\_\_\_ (Name of person with address and occupation) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the transferor is a registered firm \_\_\_\_\_ (Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at \_\_\_\_\_ (hereinafter referred to as the "transferor" which expression where the context so admits shall be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferor is a registered company \_\_\_\_\_ a company registered under registered office at (Name of Company) (Act under which incorporated) and having its (Address) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part.

And when the transferee is an individual \_\_\_\_\_ (Name of person with address and occupation) hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).

When the transferees are more than one individual..... person with address and occupation) and \_\_\_\_\_ (Name of (Name of person with address and occupation) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns.)

When the transferee is a registered firm..... (Name and address of all the partners all carrying on business in partnership under the firm name and style of) (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ..... (hereinafter referred to as the "transferee" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the transferee is a registered company registered under. registered office at (Name of the company) a \_\_\_\_\_ Act under which incorporated) and having its (Address) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part.

And the Governor of \_\_\_\_\_ (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to

include the successors and assigns) of the third part.

Whereas by virtue of an indenture of lease granted vide proceeding no. \_\_\_\_\_, dated: \_\_\_\_\_ and Proceeding no. \_\_\_\_\_ dated: \_\_\_\_\_ in the office of the Asst. Director of Mines and Geology \_\_\_\_\_ with effect from \_\_\_\_\_ (hereinafter referred to as lease) the original whereof is attached hereto and marked 'A' entered into between the State Government (therein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for, win and work the mines and minerals in respect of \_\_\_\_\_ (Name of mineral/s) in the lands described in Schedule thereto and also in Schedule annexed hereto for the term and subject to the payment of the rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest thereunder without the previous sanction of the State Government.

And whereas the transferor is now desirous of transferring and assigning the lease to the transferee and the State Government has, at the request of the transferor, granted permission to the transferor vide order No. \_\_\_\_\_ dated \_\_\_\_\_ to such a transfer and assignment of the lease upon the conditions of the transferees entering into an agreement is and containing the terms and conditions hereinafter set forth.

Now this Deed Witnesseth as follows:

2. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the lease the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee thereunder and he had originally executed it such.

3. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that-

- (i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest in the State Government.
- (ii) The transferor hereby declares that he has not assigned subject, mortgaged or in any other manner transferred the mining lease now being transferred and that no other person or persons has any right, title or interest whereunder in the present mining lease being transferred.
- (iii) The transferor further declares that he has not entered into or made any agreements, contract or understanding whereby he has been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.
- (iv) The transferee hereby declares that he/she has accepted all the conditions and liabilities which the transferor was having in respect of such quarry lease.
- (v) The transferee further declares that he is financially capable of and will directly undertake quarrying operations.
- (vi) The transferee further declares that he has filed an affidavit stating that he has filed up-to-date income-tax returns, paid the income-tax assessed on him and paid the income-tax on the basis of self-assessment as provided in the Income-tax Act, 1961 (43 of 1961).

(vii) The transferor has paid all the rents, royalties, and other dues towards Government till the date, in respect of this lease.

(viii) The transferee shall bind with the provisions related to transfer of Quarry Lease in APMMC Rules

In witness whereof the parties hereto have signed on the date and year first above written.

#### **SCHEDULE-I**

District	Mandal	Village	Sy. No	Extent (in Hectares)	Mineral

#### **SCHEDULE -2**

##### **Geo-coordinates of the area in WGS 84 datum (dd.mm.ss.sssss)**

Sl.No.	Boundary points	Longitude	Latitude
	Reference points	Longitude	

Signed by:

Signature of Transferor in presence of witnesses.

- 1.
- 2.

Signature of Transferee in the presence of

- 1.
- 2.

TRANSFEROR

TRANSFEE

Assistant Director/ Deputy Director

**PRAVIN KUMAR,**  
Secretary to Government (Mines).

**FORM G-2**  
**MODEL SUPPLEMENTARY LEASE DEED FOR DUMPING AREA**

*(Annexed to the Existing Quarry Lease)*

*(See Rule 12 (5)(f))*

This Indenture made this \_\_\_\_ day of \_\_\_\_\_, **20...** between the **Governor of Andhra Pradesh** (hereinafter called the "**Lessor**", which expression shall, where the context so admits, include his successors in office and assigns) of the One Part;

**AND**

Sri/Smt./M/s \_\_\_\_\_, S/o/W/o \_\_\_\_\_, resident of \_\_\_\_\_ (hereinafter called the "**Lessee**", which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and assigns) of the Other Part:

**WHEREAS:**

1. The Lessee has been granted a Quarry Lease for mineral \_\_\_\_\_ over an extent of \_\_\_\_\_ hectares in Sy. No. \_\_\_\_\_ of \_\_\_\_\_ Village, \_\_\_\_\_ Mandal, \_\_\_\_\_ District, Andhra Pradesh, which lease is currently valid up to \_\_\_\_\_ (hereinafter referred to as the "existing lease").
2. The Lessee has submitted an application in Form B-2 for grant of additional area for **dumping of overburden/waste/.....** generated from the existing Quarry Lease, along with requisite DGPS map, consent of landowners (if applicable), and application fee of Rs. 10,000/- (Rupees Ten Thousand only).
3. Based on the recommendation of the Assistant Director/Deputy Director of Mines & Geology, the Director of Mines & Geology, Andhra Pradesh has granted permission for allotment of **additional non-mineralized area measuring \_\_\_\_\_ hectares** in Sy. No. \_\_\_\_\_ of \_\_\_\_\_ Village, \_\_\_\_\_ Mandal, for dumping purposes, which is ..... (contiguous/non-contiguous) to the existing lease.
4. The Lessee has paid the premium amount equivalent to **three times the Annual Dead Rent** as applicable for the said area.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. The Lessor hereby demises unto the Lessee the land described in the Schedule below (hereinafter referred to as the "Dumping Area"), for the sole purpose of dumping overburden, waste, and ancillary materials arising from operations in the existing Quarry Lease.
2. The **term of this supplementary lease** shall be **co-terminus** with the existing Quarry Lease granted to the Lessee and is valid from ..... to .....
3. It is hereby agreed as follows:
  - i. The Lessee shall **not undertake any production or extraction of minerals** from the Dumping Area and submitted an **undertaking to this effect** to the concerned officer.
  - ii. The Lessee shall pay **Annual Dead Rent** every year in advance for the Dumping Area, at rates applicable to the existing quarry lease.
  - iii. In case the Lessee intends to **transport any material dumped earlier from the Dumping Area**, the same shall be done **only in accordance**

**with Rule 28-A** of the APMML Rules, including payment of applicable seigniorage fee and levies and duly obtaining statutory clearances, as applicable.

4. The area granted for dumping is hereby **annexed** with the existing Quarry Lease.

#### **SCHEDULE-I**

District	Mandal	Village	Sy. No	Extent (in Hectares)	Mineral

#### **SCHEDULE -2**

##### **Geo-coordinates of the area in WGS 84 datum (dd.mm.ss.sssss)**

Sl.No.	Boundary points	Longitude	Latitude
	Reference points	Longitude	

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the day, month and year first above written.

**Signed by:**

For and on behalf of the Governor of Andhra Pradesh

.....  
Authorized Signatory

Signature of the Lessee:

.....  
Witnesses:

1. ....

2. ....

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM M**  
**(See Rule 10-D)**  
**FORM OF CONTRACT AGREEMENT FOR**  
**SEIGNIORAGE FEE COLLECTION CONTRACT**

This indenture made this ..... day of 20... between the Deputy Director of Mines & Geology in the name of Governor of Andhra Pradesh (hereinafter called the "State Government" which expression shall where the context so admits, include his successors in Office and Assigns) of the One Part, and

**WHEN CONTRACTOR IS AN INDIVIDUAL:**

..... (Name of person with Address and Occupation) bearing GST No. .... (hereafter referred to as the Contractor which expression shall where the context so admits being deemed to include his respective heirs and legal representatives).

**WHEN THE CONTRACTOR IS A REGISTERED FIRM:**

..... (Name and Address of Partner) Son of ..... all carrying business in partnership under the firm Name and Style of ..... (Name of the firm) Registered under the Indian Partnership Act, 1932 (9/1932), bearing GST No. .... and having their Registered Office at ..... (here after referred to as the Contractor which expression where the context so admits is deemed to include of the said partners their respective heirs' Legal representatives and permitted assigns) of the other Part.

**WHEN THE CONTRACTOR IS A REGISTERED COMPANY:**

..... (Name and Address of Company) incorporated in India under the Companies Act, [1956/2013] with Corporate Identity Number [*CIN of the successful bidder*] bearing GST No. ...., whose Registered Office is at ..... India and the principle place of Business is at ..... [*if different from registered office*] (hereafter referred to as the CONTRACTOR which expression where the context so admits is deemed to include of the said partners their respective heirs Legal representatives and permitted assigns) of the other Part.

**BACKGROUND:**

- A. Tenders were invited by the Department of Mines & Geology pursuant to the Tender Document No. .... dated..... for outsourcing the collection of Seigniorage Fee, contribution towards DMF and MERIT
- B. Whereas the CONTRACTOR has been granted in Electronic Auction (e-auction) by the State Government the rights of collection of Seigniorage fee, contribution towards DMF and MERIT in respect of the Minor Minerals as specified in Rule 10(A)(1) and areas specified in the Schedule-I for the knocked down amount of Rs. .... [*.....*]: therein and has paid Rs. .... [*.....*] towards performance security in the form of Bank Guarantee issued by Scheduled Bank and 1<sup>st</sup> installment of Rs. .... [*.....*] with the Deputy Director of Mines and Geology for the due and faithful performance by the Contractor of the conditions on the Part of the Contractor hereinafter contained.
- C. And whereas the State Government awarded the ..... hereafter described as Contract area for the knocked down amount of Rs. .... [*.....*] and subject also to the conditions hereinafter contained, now this indenture witness as follows:

- D. The State Government hereby permits the Contractor to collect the Seigniorage fee, contribution towards DMF and MERIT in respect of the Minor Minerals as specified in Rule 10(A)(1) from the lease holders whose leases are situated in the area/areas mentioned in the Schedule – I and more particularly described in Schedule-II hereunder.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

### 1.1 Definitions

- (i) **"Act"** means the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), as amended from time to time
- (ii) **"Agreement"** means this document and all attached annexure, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement.
- (iii) **"Agreement Date"** shall mean the date on which execution of this Agreement by both the Successful Bidder and the Deputy Director is completed.
- (iv) **"Appropriation Event"** shall have the meaning given to such expression in this agreement.
- (v) **"CRDA Works"** means any works undertaken by the Capital Region Development Authority (CRDA) or any other department, agency, or authority acting for or on behalf of the State Government for the purpose of development of the Amaravati Capital City and its surrounding capital region
- (vi) **"Contract"** means a contract executed in this Agreement for the purpose of collection of Seigniorage fee and any other applicable levies on minor minerals dispatched from the leases and permits issued under these rules within a designated area in accordance with these rules and any guidelines issued by the Government from time to time
- (vii) **"Contract Awarded Area"** shall mean the Contract awarded Area as more particularly described in SCHEDULE-I.
- (viii) **"Contract Period"** refers to the duration for which the Seigniorage FGee Collection Contract remains valid and enforceable, commencing from the date of agreement execution and continuing until the completion of specified term, including any extensions granted in accordance with the terms of the Contract
- (ix) **"Contractor"** unless specified otherwise in this Agreement, refers to the Seigniorage Fee Collection Contractor engaged under the this Agreement for the purpose of collecting Seigniorage Fee and other applicable levies on minor

minerals. It shall not include civil contractors or work contractors executing developmental or infrastructural works, unless specifically mentioned

- (x) "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- (xi) "**Dispatch**" means the removal or transportation of minor minerals from the leased area to any place outside the lease boundary, either for sale, storage, processing, or consumption
- (xii) "**Eligibility Conditions**" shall mean the eligibility conditions specified in the Rules including all the eligibility conditions listed in the Tender Document.
- (xiii) "**Event of Force Majeure**" shall have the meaning given to such expression in the Tender Document.
- (xiv) "**Form**" means a form appended to these rules
- (xv) "**Government**" means "Government of Andhra Pradesh"
- (xvi) "**Government Works**" means all works in which minor minerals are consumed by Departments of the State Government, State Government Undertakings, State-owned Corporations, Urban Local Bodies such as Municipal Corporations and Municipalities, Zilla Parishads, Panchayat Raj Institutions, or any other agency or institution that is wholly or substantially owned, controlled, or funded by the Government of Andhra Pradesh
- (xvii) "**Good Industry Practice**" means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances.
- (xviii) "**Governmental Approval**" means any authorization, approval, consent, license or permit required from any Governmental Authority.
- (xix) "**Governmental Authority**" means any State Government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- (xx) "**Knocked Down Amount**" refers to the final bid amount accepted by the Government or its authorized officer during the auction process for awarding the Seigniorage Fee Collection Contract.
- (xxi) "**MDL**" means Mineral Dealer Licence issued by the competent authority
- (xxii) "**Minor minerals**" means the minerals notified as such by the Central Government from time to time under clause (e) of Section 3 of the Act,

including building stones, gravel, ordinary clay, ordinary sand, and any other mineral notified as a minor mineral

- (xxiii) **"NHAI Works"** means works undertaken by the National Highways Authority of India (NHAI) or its appointed contractors within the State of Andhra Pradesh, including but not limited to the construction, widening, strengthening, maintenance, and upgradation of national highways or related infrastructure projects, either fully or partially funded by NHAI
- (xxiv) **"Monthly Instalment"** shall have the meaning given to such expressions specified in the tender document.
- (xxv) **"OMEPS"** means Online Mineral E-Permit System, a dedicated online platform for mineral administration of the Department of Mines & Geology
- (xxvi) **"Parties"** means and refers to the Department of Mines & Geology and the Successful Bidder collectively and **"Party"** refers to any one of them.
- (xxvii) **"Quarry Lease" means** a lease granted for the purpose of undertaking quarrying operations under the Andhra Pradesh Minor Mineral Concession Rules, 1966
- (xxviii) **"Rules"** means the Andhra Pradesh Minor Mineral Concession Rules
- (xxix) **"Schedule"** means a schedule appended to these rules
- (xxx) **"Term"** shall have the meaning given to such expression in the Tender Document.
- (xxxi) **"Transit Form"** means an electronically generated statutory form issued by the Department or Contractor for lawful transportation of the mineral by the lease holder from the Mining / Quarry lease areas
- (xxxii) **"Third Party"** means any Person that is not a signatory to this Agreement.

## 1.2 Interpretation

- (i) Any reference to any statute or statutory provision shall include:
  - a. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - b. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement prior to the Agreement Date and (to the extent liability thereunder may exist or can arise) shall include any past statutory Provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- (ii) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

- (iii) References to the masculine, the feminine and the neuter shall include each other.
- (iv) References to a "company" shall include a company, corporation or other body corporate, wherever and however incorporated or established.
- (v) The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to clauses and schedules are to clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.
- (vi) A reference to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
- (vii) A reference to this Clause shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.
- (viii) A reference to a party shall include that party's representatives, successors and permitted assigns.
- (ix) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
- (x) Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.
- (xi) A reference to "in writing" includes any communication made by letter or fax not e-mail (unless otherwise expressly provided in this Agreement).
- (xii) Unless otherwise specified, any reference to a time of day is to Indian Standard Time.
- (xiii) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (xiv) Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- (xv) References to a document in agreed form are to that document in the form agreed by the parties and initialed by them or on their behalf for identification.
- (xvi) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## COMPLIANCE

- 2.1 The Contractor hereby represents and warrants to the State Government that it has complied with all the terms and conditions of the Act, the Rules, the Tender Document and other Applicable Law, as were required to be complied with by the Contractor, with respect to tender process for the contract and the Contractor is eligible in all respects to execute the agreement. The Contractor also represents and warrants to the State Government that it is in compliance with all the Eligibility Conditions and would continue to be in compliance with all the Eligibility Conditions during the Term.
- 2.2 Relying on the representations and warranties of the Contractor and the information, documents and other undertaking provided by the Contractor, including the Warranties, the Department is pleased to enter into this Agreement with the Contractor for execution of contract in the contract awarded area subject to terms and conditions specified in this Agreement.

### **3. CONTRACT PERIOD**

- 3.1 The Contract Period of this Agreement shall be valid for a period of two (2) years, from the date of execution of Agreement/Contract.
- 3.2 The Contract Period may be permitted to extend by the Director on the same terms and conditions with an increment of ten percent higher than the preceding annual contract amount, (or) the estimated revenue arrived based on the quantities dispatched in the preceding annual contract, whichever is higher, with reasons to be recorded in writing, for a period up to ninety (90) days and a rider agreement shall be executed before expiry of the original contract by the Deputy Director concerned.
- 3.3 Director with the prior approval of the State Government may permit to extend the contract for not more than one (1) year with reasons to be recorded in writing and a rider agreement shall be executed by Deputy Director concerned before expiry of the contract period.

### **4. MODE OF PAYMENT OF KNOCKED DOWN AMOUNT:**

- 4.1 The knocked down amount of Rs. .... [.....] shall be paid by contractor in 24 (twenty-four) equal monthly installments during the contract period of 2 years.
- 4.2 The knocked down amount is exclusive of GST, Stamp Duty, and other charges/levies as applicable.
- 4.3 The Knocked Down Amount is inclusive of Income Tax Collected at Source (TCS). Additional TCS is applicable on the DMF & MERIT payable by the contractor on the excess collections
- 4.4 If any question of difference or dispute shall arise between the parties here to or any person concerning the knocked down amount and mineral revenues hereby reserved any of these presents, it shall be reserved to the State Government whose decision thereon shall be final and binding on the parties hereto.

- 4.5 The Contractor having paid the 1st installment of the knocked down amount shall pay each of the remaining 23 instalments on monthly basis between 25th and the 30th/ 31st day of the preceding month.
- 4.6 If the contractor fails to pay the installments as above, the Deputy Director of Mines & Geology shall have the power to terminate the agreement, after following due procedure of giving an opportunity to the contractor, and to forfeit to the Government the amounts paid by the contractor and the amount guaranteed by Bank.
- 4.7 In cases where the contractor collects revenue in excess of the knocked down amount discovered in the e-auction, the applicable contribution towards DMF and MERIT shall be remitted by the contractor to Government, retaining the Seigniorage Fee component along with the payment of monthly instalment from such month.

## **5. LIBERTIES OF THE CONTRACTOR:**

The contractor is at liberty to:

- 5.1 Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for the quantities intended to be dispatched from the existing leases and leases executed during the contract period within the sector after the exhaustion of Dead Rent.
- 5.2 Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for the quantities intended to be dispatched by the holders of Temporary Permits
- 5.3 Collect the Seigniorage Fee, Contribution towards DMF & MERIT and issue of e-transit permits through OMEPS for Minor Minerals dispatches from major mineral leases, after the exhaustion of Dead Rent.
- 5.4 Upon intimation of the Assistant Director/ Deputy Director concerned, regarding payment of Annual Dead Rent by the leaseholders, the contractor shall issue free transit permits to the leaseholders through OMEPS till exhaustion of the Dead Rent.
- 5.5 Check the mineral carrying vehicles and report vehicles without having valid transit permit to authorized officials for levy of penalty
- 5.6 Claim the Seigniorage Fee, Contribution to DMF & MERIT components realized from the minor mineral violations which are reported by the Contractor.

## **6. RESTRICTIONS OF THE CONTRACTOR**

The contractor shall not:

- 6.1 Issue transit permits and collect any amounts for quantities dispatched under Slab System.
- 6.2 Issue transit permits and collect any amounts from vehicles carrying processed or finished material from MDLs.
- 6.3 Issue transit permits and collect any amounts for the quantities dispatched from unauthorized areas or illegal operations viz. areas other than covered under leases or temporary permits

- 6.4 Issue transit permits/ passes and collect any amounts for the quantities dispatched from leases beyond the respective contract awarded sector.
- 6.5 Collect any amounts for the minerals dispatched to the Government Works or NHAI Works with valid free permit issued through e-pass portal, or any other procedure prescribed by Director.
- 6.6 Issue transit permits beyond the validity of the contract period.
- 6.7 Issue transit permits and collect any amounts for the dispatches from leases with identified violations, as communicated by Deputy Director concerned until further communication.
- 6.8 Issue transit permits or collect any amounts for the quantities excavated exceeding prescribed limits under Statutory Clearances.
- 6.9 Claim compensation due to non-working of the quarries and due to expiry, lapse, determination, cancellation, temporary or permanent closure of lease by the Government or Court, etc., of the leases
- 6.10 Collect any amounts from leases with Government granted exemptions, whether granted before or during the contract period.
- 6.11 Collect any amounts for the minerals transported for consumption in CRDA Works.
- 6.12 Collection of any amounts in excess of the rates prescribed in the rules
- 6.13 Issue of transit permits without ensuring payment of applicable levies.
- 6.14 Issue of manual transit permits in contravention of procedures prescribed for the same.
- 6.15 Erect building or thing, set up or placed on any public ground or any place held sacred any class of persons or in such a manner as to injure prejudicially effect any rights of other persons except with the permissions from the concerned authorities.
- 6.16 Collude with the leaseholders or illegal miners or transporters to facilitate illegal operations.
- 6.17 Enter the areas covered under leases and MDLs.

## **7. RESPONSIBILITIES OF THE CONTRACTOR:**

The Contractor shall be responsible to:

- 7.1 Honor e-transit passes generated by MDL Holders through the OMEPS and the e-transit forms generated under slab system.
- 7.2 Honor e-transit forms generated by leaseholders through the e-pass portal or any other procedure prescribed by Director for minor minerals transported to Government works and NHAI works.
- 7.3 The contractor shall pay the applicable GST on both the amounts collected from the leaseholders and the Knocked Down Amount as per the law and shall file the GST returns with concerned Departments regularly as per the terms and conditions of GST rules and any other rules and procedure in vogue.

- 7.4 Comply with all statutory provisions and shall indemnify the State Government against all liabilities, costs, expenses, damages, and losses (including but not limited to any interest, penalties, and legal costs) arising out of or in connection with breach or non-compliance with applicable laws.
- 7.5 If any vehicle is dispatched from a lease/permit with excess quantity compared to the quantity mentioned in the transit permit, the Contractor shall issue an additional transit permit as per the procedure prescribed by the Director, after receiving payment for the differential quantity of all the applicable levies through OMEPS.
- 7.6 The contractor shall submit a list of persons to be engaged for checking along with photo identity card to Deputy Director Concerned and obtain the Identity cards duly signed and stamped by the Deputy Director concerned and issue such identity cards to the persons employed by him. These identity cards shall be valid during the currency of the contract only. All the persons shall keep the identity card displaying with them during the operations and checking.
- 7.7 Erect reflecting sign boards at each Check post clearly visible and legible from a distance mentioning name of the contractor, area of the contract, and name and contact number of the Assistant Director / Deputy Director concerned for any complaint.
- 7.8 Abide by all the terms and conditions of the contract and any amendment made under these rules and shall also follow all the instructions issued by the Government or any officer of the department not below the rank of Assistant Director of Mines & Geology.
- 7.9 Establish check posts as required by him without disturbing the normal traffic within the contract area and intimate to the Assistant Director or Deputy Director concerned. The Deputy Director may refuse to allow such check posts for reasons to be recorded in writing for any particular place and shall communicate to the contractor.

## **8. SUBMISSION OF RETURNS**

- 8.1 The contractor shall submit monthly e-return in Form C-4 to the Deputy Director concerned on or before 10th day of the succeeding month for the quantities of the minor minerals for which the transit coupons issued.
- 8.2 Failure to submit the e-returns by the contractor within the prescribed period shall attract a show cause notice by Deputy Director concerned, allowing a 15-day compliance period.
- 8.3 Failure to comply by the contractor within the notice period shall result in suspension of permit issuance through contractor. During such suspension, permits shall be issued by the Department, and the Contractor shall not claim any rights over the amounts collected by the Department during this period
- 8.4 The late submission of e-returns shall be permitted upon payment of penalty of Five Hundred rupees per day of delay, calculated from the due date until the date of submission.

- 8.5 The Contractor shall maintain correct account of the minor minerals as specified in Rule 10(A)(1) dispatched from the contract area and shall furnish the same to the department whenever asked for.

## **9. BOOK ADJUSTMENTS**

- 9.1 The leaseholders shall obtain free transit forms for dispatch of minor minerals to Government and NHA works as per APMC Rules.
- 9.2 The free transit forms issued for Government works and NHA Works shall be considered by the Assistant Director/ Deputy Director concerned, as the case may be, to estimate the book adjustments, with due reconciliation with the concerned Engineering Departments monthly.
- 9.3 The book adjustment amounts shall include Seigniorage Fee, contribution towards DMF & MERIT for all the minor minerals and revenue (excluding penalty and interest) received under slab system.
- 9.4 Government may direct the contractor to follow the similar procedure for any other works and may book adjust the revenues.
- 9.5 Director is authorized to issue operational guidelines to ensure smooth implementation of the book adjustment mechanism.
- 9.6 In case of any issues arising with the implementation of the e-pass portal, the Director may take appropriate measures to address, ensuring that the supply of minor minerals for Government works remains uninterrupted

## **10. RESPONSIBILITIES OF DEPUTY DIRECTOR CONCERNED**

- 10.1 Deputy Director concerned shall determine the components of Seigniorage Fee, DMF & MERIT of the monthly installment based on the mineral quantities dispatched in the previous month and direct the contractor to make the payment of installment to the relevant Heads of Accounts by the 25th day of every month.
- 10.2 If the delay in payment exceeds seven days, Deputy Director concerned shall immediately issue a demand notice, requiring the contractor to pay the installment along with the applicable interest.
- 10.3 If the delay exceeds fifteen days, Deputy Director concerned shall immediately apportion the installment amount along with the accrued interest from the performance security deposit, and the contractor shall be directed to replenish the performance security deposit to its original level within seven (7) days.
- 10.4 If the contractor delays payment by more than fifteen (15) days for two consecutive installments, the Deputy Director concerned shall initiate actions for termination of the contract and request the Director to arrange for the issuance of permits and the collection of levies as per the regular permit system administered under Rule 34 of these rules, until a new contract is duly awarded for the respective district>
- 10.5 Deputy Director concerned shall be competent to terminate or cancel the agreement for any violation of the provisions of APMC Rules or conditions of the agreement after giving 15 days' notice.

- 10.6 Deputy Director concerned shall also be competent to forfeit all the amounts by way of deposits or otherwise or amounts covered under Bank Guarantee to the Government upon such termination or cancellation
- 10.7 Deputy Director concerned shall have the power to recommend the Director to dispense the regular dispatch permit system for the minor mineral leases existing in the contract awarded sector

## **11. OTHER CONDITIONS**

- 11.1 The contractor shall collect Seigniorage Fee, contribution towards DMF & MERIT through OMEPS/ as per the procedure issued by Director of Mines & Geology.
- 11.2 The contractor shall issue transit permits through OMEPS and as per the procedure issued by Director of Mines & Geology.
- 11.3 Any minor minerals dispatching from any of the lease areas or from the areas not covered under valid permit/ licence / lease is noticed by the contractor, he shall make a written complaint to the Assistant Director or Deputy Director concerned to take necessary action as per Rule 26 and Rule 34 by the Assistant Director/ Deputy Director concerned on establishing the same.
- 11.4 The Seigniorage Fee, contribution towards DMF and MERIT recovered on such cases shall be adjusted to the Contractor and all other components shall be remitted to the Government.
- 11.5 Where the contractor recovers seigniorage fee or other charges in excess of the specified rates, the excess amount so collected shall be recovered from the contractor and the contract shall be terminated after giving a fifteen days' notice and the contractor may be blacklisted or debarred for further seigniorage fee collection contract for a period of next five years.
- 11.6 The contractor shall have right to collect Seigniorage Fee, DMF, MERIT and IT on the actual quantity of the mineral transported at the prevailing rates for which contract has been awarded.
- 11.7 The Contractor shall have no claim for compensation or extension of lease period for the delay in passing orders or the delay caused by the contractor in paying the required amounts and executing the agreement
- 11.8 On expiry or termination of the contract, the Contractor shall retain all documents, books and records related to the Agreement for a period of three years or such longer period as may specified under Applicable Law. It is clarified that the Contractor may also retain such books and records in electronic form if permitted under Applicable Law.
- 11.9 Variations in lease status or government policy, including closures or dead rent revisions, shall not affect the validity or enforceability of the Knocked Down Amount

## **12. ACTION ON THE CONTRACTOR FOR NON-COMPLIANCE**

- 12.1 If the Contractor is found to have committed any of the restricted activities during the contract period, it shall constitute a material breach of contract and rules

- 12.2 In the event of detection of any of such violations by an authorized officer, five times of Normal Seigniorage Fee along with Seigniorage Fee, contribution towards DMF & MERIT shall be levied and recovered from the Contractor, without prejudice to any other legal or contractual remedies available to the Department.

### **13. LIBERTIES OF THE STATE GOVERNMENT**

- 13.1 The State Government shall have the liberty to grant and/or terminate the quarry leases in respect of the minor minerals as specified in Rule 10(A)(1) in the Contract area as per APMMC Rules, 1966.
- 13.2 The State Government shall have the power to penalize and recover the price of mineral from any person indulged in illicit quarrying and transportation of minerals from contract area as per rules.
- 13.3 In case of any doubt as the application or interpretation of the version of any of the provisions within the rules, tender document, agreement and any other issue related to Seigniorage Fee Collection Contract the decision of the Government of Andhra Pradesh on the issue shall be final
- 13.4 The Director shall have the power to prescribe the procedure for issue of free permits to Government Works and NHAI works.
- 13.5 The Director shall have the power to dispense the regular dispatch permit system for the minor mineral leases existing in the contract awarded sector. The Director may issue instructions for alternate arrangements for issuance of transit forms and collection of Seigniorage fee and other applicable charges in case of any problems.
- 13.6 The Director may nominate any officer of the Department to discharge the functions under any of the provisions under Rule 10 in the event of non-availability of the concerned officer or due to any other exigency.

### **14. INTEREST**

- 14.1 The State Government shall charge simple interest at the rate of twelve (12) per cent per annum on any payment due to State Government which is delayed beyond the due date thereof.

### **15. TRANSITION PLAN:**

- 15.1 In the scenario that, if Government decides to upgrade the existing policy after the expiry of the Contract Period or during the Contract Period, the Contractor shall take all necessary actions in order to comply with the amended Policy for smooth transitioning by coordinating with the Department /Government.

### **16. PERFORMANCE SECURITY**

- 16.1 The Bank Guarantee furnished by the Contractor for Performance Security of .....[in words] shall be adjusted/ returned after 60 days of expiry of the contract period on reconciliation of the mineral revenues by both the parties. Provided that the Contractor duly observed and performed the conditions on his part herein contained.

- 16.2 In the event of any delay by the contractor in remitting amounts due to the Department after the prescribed due date, such amounts shall be adjusted from the Performance security. This adjustment shall be made after issue of notice by the Deputy Director concerned.
- 16.3 Upon occurrence of an Appropriation Event, to be determined by the Department, the Department shall have the unconditional right to appropriate the Performance Security
- (i) In the event of a part or total appropriation of the Performance Security, the Successful Bidder shall be required to:
    - a) rectify the Appropriation Event; and
    - b) top-up the bank guarantee constituting the Performance Security within seven (7) days of receipt of a notice.
  - (ii) Any one or more Appropriation Events resulting in appropriation of the entire Performance Security or failure to top up the Bank guarantee as per clause above shall give the Department a right to terminate the agreement without prejudice to any other proceeding to be taken against the contractor.
  - (iii) If there is no response or not satisfactory response from the contractor for the notice issued by the Deputy Director, the Department shall have the right to terminate the agreement without prejudice to any other proceeding to be taken against the contractor.

## **17. MISCELLANEOUS**

### **17.1 Audited accounts:**

The Successful Bidder shall maintain books of accounts recording all its receipts, income, expenditure, payment, assets and liabilities in accordance with Good Industry Practice and Applicable Law.

### **17.2 Appointment of auditors:**

The State Government shall have the right, but not the obligation, to appoint at its cost, from time to time and at any time, an auditing firm or an auditor to audit and verify all those matters, expenses, costs, realizations and things with respect to the Lease Area or which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

### **17.3 Certification of claims by statutory auditors**

Any claim or document provided by the Contractor to the State Government in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

### **17.4 Government Inspection**

- (i) The State Government, through its authorized representatives shall have the right to free ingress and egress within any part of the contractor check posts or offices at any time to inspect works or activities being undertaken or

implemented by the contractor in order to monitor and verify compliance with the terms of this Agreement and Applicable Law.

- (ii) The State Government, through its authorized representatives, shall have access to the Contractor's financial and other records and transactions (relatable to any period) at any time upon reasonable advance notice, the right to copy therefrom, for the purpose of assessing the performance and compliance of the contractor with the terms of this Agreement and Applicable Law, rules and regulations or to aid in the enforcement of the same.
- (iii) The State Government shall have the right to conduct, either directly or indirectly through any Third Party, a performance audit to verify compliance by the Contractor, of its obligations hereunder.

#### 17.5 Event of Force Majeure

- (i) Event of Force Majeure means any of the following events or circumstances or combination of the following events or circumstances which are beyond the reasonable control of the Successful Bidder, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the Successful Bidder of its obligations or enjoyment of its rights:
  - a. acts of God, flood, drought, earthquake or other natural disaster;
  - b. epidemic or pandemic;
  - c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - d. nuclear, chemical or biological contamination or sonic boom;
  - e. collapse of buildings/mines, fire, explosion or accident; or
  - f. Any laborer trade dispute, strikes, industrial action or lockouts (other than those solely affecting Successful Bidder claiming the same as an Event of Force Majeure and attributable to such Successful Bidder's policies regarding labour, compensation or employment or labour related conditions).
- (ii) Provided it has complied with clause 16.5 (i), if the Contractor is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Event of Force Majeure, the Contractor shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- (iii) Upon occurrence of an Event of Force Majeure, the Contractor shall:
  - a. as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty days from its start, notify the Government in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Agreement; and

- b. Use all reasonable endeavors to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.
- (iv) If an obligation is suspended by reason of an Event of Force Majeure for more than [one] month continuously, the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changed circumstances, provided that this Agreement shall remain in effect during the period during which the Parties are negotiating the terms of any such revision.

#### **17.6 Time of essence**

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

#### **17.7 Publicity**

The Contractor shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of the State Government unless required to do so by Applicable Law, provided that prior to any disclosure of any such information required by Applicable Law, the Contractor must first notify the State Government, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

#### **17.8 Severability**

- (i) If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or un-enforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.
- (ii) Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

#### **17.9 Costs and expenses**

- (i) The Contractor shall bear its own costs in connection with the negotiation, preparation, and execution of this Agreement.
- (ii) The stamp duty, if any, payable for this Agreement shall be borne by the Contractor.

#### **17.10 Further assurance**

The Contractor shall cooperate with the State Government and execute and deliver to the State Government such instruments and documents and take such other actions as may

be requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

#### **17.11 Legal and prior rights**

All rights and remedies of the State Government hereto shall be in addition to all other legal rights and remedies belonging to the State Government and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the termination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the State Government, which shall or may have accrued prior thereto.

#### **17.12 Waiver**

- (i) The waiver of any default or breach under this Agreement by the State Government shall not constitute a waiver of the right to terminate the Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.
- (ii) No failure or delay by the State Government in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall agree such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the State Government under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Applicable Law.
- (iii) Submission of any document, information, report or notice, which contains any information or reference to any default or breach under this Agreement or any Applicable Law, to the State Government shall not be construed to be a deemed approval of such breach or default and the State Government may exercise any rights or remedies with respect to such default at any time.

#### **17.13 Dispute Resolution**

##### **(i) Amicable Settlement**

- a. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Tender or Agreement or performance of it, either Party may by written notice inform the other Party of such dispute ("Dispute Notice").
- b. The Parties shall within a period of fifteen (15) days from the date of receipt of Dispute Notice by such other Party meet and endeavor to settle such dispute in an amicable manner through good faith discussions.

##### **(ii) Adjudicator**

- a. If the Parties fail to resolve such a dispute or difference by good faith discussions, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

- b. The Adjudicator shall be a retired judge of any Hon'ble High Court or the Hon'ble Supreme Court of India, as may be appointed by the Department.
- c. The Adjudicator shall give its decision in writing to both the Parties within 14 days of a dispute being referred to it. If the Adjudicator has given such decision, and no notice of intention to commence arbitration has been given by either of the Parties within 28 days of such reference, the decision shall become final and binding upon the Department and Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
- d. Should the Adjudicator resign or die or should the Department and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Agreement or Tender, another retired judge of any Hon'ble High Court or the Hon'ble Supreme Court of India shall be jointly appointed by the Department and the Lessee, subject to mutual agreement, as the Adjudicator. On the failure of the either of the Parties to appoint such Adjudicator, within 14 days, a retired judge of any High Court or the Supreme Court of India shall be jointly appointed by the Department.
- e. The Adjudicator shall be paid fees and reasonable expenses incurred in the execution of its duties as Adjudicator under the Agreement. These costs shall be equally divided between the Parties.

(iii) **Arbitration**

- a. If either the Parties is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within fourteen (14) days of a dispute being referred to it, then either the Department or the Contractor may, within fourteen (14) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- b. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Clause (a), shall be finally settled by arbitration.
- c. Any dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- d. The Department and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within 14 days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the following appointing authority ("**Appointing Authority**").
- e. President, Institution of Engineers in case of a Lessee having its registered office in India

- f. If one Party fails to appoint its arbitrator within 21 days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- g. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of Applicable Laws and a substitute shall be appointed in the same manner as the original arbitrator.
- h. Any arbitration proceeding shall be conducted in the English language. The venue of arbitration shall be at where the Department of Mines & Geology is situated in India.
- i. The arbitration proceedings shall be governed by the rules of procedure for arbitration proceedings as under Arbitration and Conciliation Act 1996; in case of a Contractor having its registered office in India;
- j. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- k. The cost of arbitration shall be shared equally by the Parties.
- l. The arbitrator(s) shall give a reasoned award.
- m. Notwithstanding any reference to the Adjudicator or arbitration herein:
  - i. the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree;
  - ii. The Contractor shall pay the Department any amounts due to the Department / State Government.

#### 17.14 Governing Laws and Jurisdiction

- (i) The interpretation and performance of this Agreement shall be governed and construed in accordance with the Applicable Laws of India.
- (ii) The courts at where the Head Office of Department of Mines & Geology is situated in India shall have exclusive jurisdiction over all disputes arising under or pursuant to this Agreement.

#### SCHEDULE - I

S.No	Erstwhile District	Knocked down amount
1		Rs. ....[in words]

#### SCHEDULE - II

List of leases falling under the contract area mentioned in Schedule-I  
(To be filled by Deputy Director concerned before execution of Contract)

S.No	Name of lessee	Location of lease			Extent in Ha.	Name of the minerals	Lease period	
		Sy.No	Village	Mandal			From	To
1	2	3	4	5	6	7	8	9

### SCHEDULE – III

Rates of Seigniorage Fee, contribution towards DMF and MERIT for the minor minerals as per the existing provisions under the contract area mentioned in Schedule-I in the following format enclosed herewith

S.No	Mineral	Unit	Rate of Seigniorage Fee	Rate of DMF	Rate of MERIT
1	2	3	4	5	6

In witness whereof ..... Deputy Director of Mines and Geology, ..... acting for and on behalf of and by order and direction of Governor of Andhra Pradesh and the Contractor have here upto set their hands the day and year first above writing.

Signed and delivered by the above named in the presence of:

.....

.....

*Signature of the Contractor*

*Signature of the*

*Deputy Director of Mines & Geology*

*Date*.....

Witnesses

1. ....(From Government Side)
2. .... (From Contractor Side)

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**GOVERNMENT OF ANDHRA PRADESH**  
**APPLICATION – MODEL FORM 'P'**  
**Application for Quarry Lease for minerals specified in Part A and Part B of**  
**Schedule IV**  
**(To be submitted in Triplicate)**  
**(See Rule 9)**

Received at .....(Place)
On Date .....(DD/MM/YYYY)
On Time .....(HH/MM/SS)
Initial of the Receiving Officer

--

To

The Director of Mines & Geology, .....

Through District Mines & Geology/ Divisional Mines & Geology Officer .....

**Sir,**

1. I/ We request that a quarry lease under the APMMC Rules, 1966 may be granted to me / us.
2. A sum of Rs..... (in words) being the fees in respect of this application fee payable vide CFMS Challan No..... & Date: .....
3. A sum of Rs. .... (in words) being the fees in respect of security amount payable vide CFMS Challan No..... & Date: .....
4. The required particulars are given below:

i.	Name of the applicant with complete address	
ii.	Is the applicant a private individual/ Partnership firm/ Cooperative firm/ Association/ Company/ Private Sector Undertaking/ Public Sector Undertaking or any other	
iii.	In case the applicant is	
	a) Individual	
	(i) Nationality	
	(ii) Aadhaar No.	
	(iii) PAN No.	
	(iv) GST No.	
	(v) Qualification	

	(vi) Experience in Quarrying	
	b) Company	
	(i) CIN No.	
	(ii) Attested copy of the certificate of registration of the company shall be enclosed	
	(iii) PAN / TAN	
	(iv) GST No.	
	c) Partnership Firm/ Association	
	(i) No. of Partners/ members	
	(ii) Name of Partners/ members	
	(iii) Nationality of Partners/ Members	
	(iv) Details of Partners/ Members including Aadhar & PAN	
	(v) GST No.	
	d) Co-operative Society	
	(i) Place of Registration	
	(ii) Copy of certificate of registration	
	(iii) GST No.	
iv.	Profession or nature of business of applicant	
v.	Particulars of documents appended	
	a) Mineral Dues Clearance Certificate (or)	
	b) Affidavit in lieu of production of Mineral Dues Clearance Certificate within 90 days of submission of application (or)	
	c) Affidavit when not holding any Quarry Lease	

vi.	Mineral or Minerals for which the applicant intends to quarry								
	a) Primary Mineral								
	b) Associated Mineral/ Minerals								
vii.	Period for which quarry lease is required								
viii.	Extent of the area for which quarrying lease is required in Hectares								
ix.	Details of the area in respect of which Quarry Lease is required								
	District	Mandal	Village	Sy. No	Extent (Ha)	Land Classification (Ha)			
						Govt	Patta	DKT Patta	Forest
x.	Brief description of the area with particulars reference to the following								
	a) Does the applicant have surface rights over the area								
	b) if not, has the applicant obtained the consent of the land for undertaking quarrying operation								
	c) if so, the consent of the owner and occupier of the land be obtained in writing and be filed.								
xi	A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper notation as an accuracy level of five digits in seconds in the location or position format as hddd.mm.ss.sssss for each corner or angle duly signed by the applicant and qualified surveyor.								
xii.	In case the area applied for is under forest, the following particulars be given								
	a) Forest division Block and Range								

	b) Legal Status of the forest (namely reserved, protected, unclassified, etc.)	
xiii.	Details of Quarry Leases	
	a) Details of Leases already granted in the state (Lease Id, Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	b) Details of LOIs already issued in the state but not granted (LOI No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	c) Details of Applications filed and pending for disposal (Application No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
xiv.	Manner in which mineral raised to be utilized	
	a) If for captive use, the location of plant, capacity of the plant, project cost and employment generation	
	b) for sale within the country	
	(i) Indicate the industries in which it would be used	
	(ii) Whether the mineral will be utilized in raw form or after processing	
	c) for exports to foreign country	
	(i) Names of the countries to which it is likely to be exported	
	(ii) Whether the mineral will be exported in raw form or after processing.	
xv.	Proposed Investment (in Rs. Lakhs)	
xvi.	Source of Investment	
	a) Own Funds (Rs. Lakhs)	
	b) Bank Loans (Rs. Lakhs)	

	c) Any Other Source (Rs. Lakhs), mention such source wise	
xvii.	Proposed Employment	
xviii.	The application form shall be accompanied by a note on scheme of quarrying, project at a glance, quarrying feasibility report including features relating to protection of environment.	

### 5. Declaration:

- i. We, the undersigned, do hereby declare that the particulars furnished above are true and correct to the best of our knowledge and belief. I/We undertake to furnish any additional information, including accurate plans and security deposit, as may be required by the competent authority.
- ii. I/We also undertake to pay any increased application fees or security amounts as may be notified through amendments to the rules during the processing of this application.
- iii. I/We further agree to abide by all applicable rules and regulations, and to pay any applicable fees, deposits, and any subsequent enhancements or levies imposed by the Government, in case the lease is granted.
- iv. I/We fully understand that the mere submission of this application does not confer any right or entitlement to the grant of quarry lease. I/We shall abide by the decision of the Department in granting the lease to any other preferred applicant as per the applicable rules or prioritization criteria.
- v. In the event of any false claim, incorrectly information, or lapse on my/our part, the competent authority shall have the right to reject or cancel the application as per rules.

**Place:**

**DATE:**

**Yours**

**faithfully,**

### Enclosures:

1. A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper location for each corner or angle duly signed by the applicant and qualified surveyor.
2. A Mineral dues Clearance Certificate prescribed in form "H". In case the applicant does not hold any license for lease under any of the Mineral Concession Rules, and shall submit a declaration to this effect in the form of an Affidavit.

3. Form "P" 4 sets.
4. Notarized Affidavit on N.J. Stamp paper worth Rs.
5. Application Fee including Survey Charges
6. Security Amount
7. Note as per 4 (xviii) of the application form duly signed by the applicant

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**GOVERNMENT OF ANDHRA PRADESH**  
**APPLICATION – MODEL FORM 'Q'**  
**Application for quarry lease for minerals specified in Part-A, Part-B and Part C of Schedule**  
**IV**  
**(To be submitted in Triplicate)**  
**(See Rule 12)**

Received at .....(Place) On Date .....(DD/MM/YYYY) On Time .....(HH/MM/SS) Initial of the Receiving Officer	
--	--

Mines & Geology, as the

be, .....

Through District Mines & Geology/ Divisional Mines & Geology Officer .....

**Sir,**

1. I/ We request that a quarry lease under the APMMC Rules, 1966 may be granted to me / us.
2. A sum of Rs..... (in words) being the fees in respect of this application fee payable vide CFMS Challan No..... & Date: .....
3. A sum of Rs. .... (in words) being the fees in respect of first instalment of premium amount payable vide CFMS Challan No..... & Date: .....
4. The required particulars are given below:

i.	Name of the applicant with complete address	
ii.	Is the applicant a private individual/ Partnership firm/ Cooperative firm/ Association/ Company/ Private Sector Undertaking/ Public Sector Undertaking or any other	
iii.	In case the applicant is	
	a) Individual	
	(i) Nationality	
	(ii) Aadhaar No.	
	(iii) PAN no.	
	(iv) GST No.	
	(v) Qualification	
	(vi) Experience in Quarrying	

	b) Company	
	(i) CIN No.	
	(ii) Attested copy of the certificate of registration of the company shall be enclosed	
	(iii) PAN/ TAN No.	
	(iv) GST No.	
	c) Partnership Firm/ Association	
	(i) No. of Partners/ members	
	(ii) Name of Partners/ members	
	(iii) Nationality of Partners/ Members	
	(iv) Details of Partners/ Members including Aadhaar, PAN/TAN	
	(v) GST No.	
	d) Co-operative Society	
	(i) Place of Registration	
	(ii) Copy of certificate of registration	
	(iii) PAN/ TAN No.	
	(iv) GST No.	
iv.	Profession or nature of business of applicant	
v.	Particulars of documents appended	
	a) Mineral Dues Clearance Certificate (or)	
	b) Affidavit in lieu of production of Mineral Dues Clearance Certificate within 90 days of submission of application	
vi.	Particulars of the Quarry lease for which renewal is desired	
	a) Lease ID	

	b) Date of Initial Grant (DD/MM/YYYY)																																
	c) Details of previous renewals granted if any																																
	d) Date of Expiry of Lease as per last renewal/ grant (DD/MM/YYYY)																																
	e) Whether the renewal is applied for the whole or part of the lease area																																
	f) Primary Mineral																																
	g) Associated Minerals																																
	h) Any additional mineral included after the grant of lease or renewal.																																
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viii.	Extent of the area for which Renewal of quarry lease is required in Hectares																																
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	<table border="1"> <thead> <tr> <th rowspan="2">District</th><th rowspan="2">Mandal</th><th rowspan="2">Village</th><th rowspan="2">Sy. No</th><th rowspan="2">Extent (Ha)</th><th colspan="4">Land Classification (Ha)</th></tr> <tr> <th>Govt</th><th>Patta</th><th>DKT Patta</th><th>Forest</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	District	Mandal	Village	Sy. No	Extent (Ha)	Land Classification (Ha)				Govt	Patta	DKT Patta	Forest																			
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	b) if not, has the applicant continue to have the consent of the land for undertaking quarrying operation  c) if so, the consent of the owner and occupier of the land obtained in writing to be enclosed.																																

xi	A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper notation as an accuracy level of five digits in seconds in the location or position format as hddd.mm.ss.sssss for each corner or angle duly signed by the applicant and qualified surveyor.	
xii.	Details of Statutory Clearances obtained during the currency of lease period.	
	a) Approved Mining Plan/ Schemes	
	b) Environmental Clearance	
	c) Consent To Establish	
	d) Consent To Operate	
xii.	In case the area applied for is under forest, the following particulars be given	
	a) Forest division Block and Range	
	b) Legal Status of the forest (namely reserved, protected, unclassified, etc.)	
xiii.	Details of Quarry Leases	
	a) Details of Leases already granted in the state (Lease Id, Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	b) Details of LOIs already issued in the state but not granted (LOI No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
	c) Details of Applications filed and pending for disposal (Application No., Sy. No., Village, Mandal, District, Mineral, Extent, etc..)	
xiv.	Manner in which mineral raised to be utilized	
	a) If for captive use, details thereof	
	(i) Location of Plant	

	(ii) Type of Plant	
	(iii) Capacity of Plant	
	(iv) Project cost	
	(v) Employment	
	b) for sale within the country	
	(i) Indicate the industries in which it would be used	
	(ii) Whether the mineral will be utilized in raw form or after processing	
	c) for exports to foreign country	
	(i) Names of the countries to which it is likely to be exported	
	(ii) Whether the mineral will be exported in raw form or after processing.	
xv.	In case the renewal applied for is only part of the leasehold:	
	a) the area applied for renewal.	
	b) Description of the area applied for renewal (description should be adequate for the purpose of demarcating the plot)	
	c) Particulars of sketch of the leasehold with area applied for renewal clearly marked on it (attached)	
	d) Particulars of existing or created dumps of ones, if any	
xvi.	Type of Mining (Manual/ Mechanized)	
xvii.	Details of output for the earlier lease period	
	a) Details of Reserves during the initial grant of lease	
	b) Reserves depleted during the course of quarrying	
	c) Details of balance reserves	

	d) Percentage of recovery of saleable mineral.	
xviii.	Investment (in Rs. Lakhs)	
	a) Till date	
	b) In Future	
xix.	Employment	
xx.	Any other particulars which the applicant wishes to furnish.	

### 5. Declaration:

- i. We, the undersigned, do hereby declare that the particulars furnished above are true and correct to the best of our knowledge and belief. I/We undertake to furnish any additional information, including accurate plans and security deposit, as may be required by the competent authority.
- ii. I/We also undertake to pay any increased application fees or premium amounts as may be notified through amendments to the rules during the processing of this application.
- iii. I/We further agree to abide by all applicable rules and regulations, and to pay any applicable fees, deposits, and any subsequent enhancements or levies imposed by the Government, in case the lease is granted.
- iv. I/We fully understand that the mere submission of this application does not confer any right or entitlement to the grant of renewal of quarry lease. I/We shall abide by the decision of the Department if the application is rejected by the competent authority for the reasons recorded in writing.
- v. In the event of any false claim, incorrectly information, or lapse on my/our part, the competent authority shall have the right to reject or cancel the application as per rules.

**Place:**

**DATE:**

**Yours**

**faithfully,**

### Enclosures:

1. A plan/sketch drawn to the scale with DGPS readings (Geo Co-ordinates) in proper location for each corner or angle duly signed by the applicant and qualified surveyor.
2. A Mineral dues Clearance Certificate prescribed in form "H". In case the applicant does not hold any license for lease under any of the Mineral Concession Rules and shall submit a declaration to this effect in the form of an Affidavit.

3. Form "Q" 4 sets.
4. Notarized Affidavit on N.J. Stamp paper worth Rs.
5. Application Fee including Survey Charges
6. First instalment of Premium Amount
7. Copies of Statutory Clearances

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

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**FORM-S-1****FREE SAND - PRIOR INFORMATION FORM FOR LOCAL CONSUMPTION**

<b>Information ID</b>	:
<b>Information Date</b>	:
<b>Name of the Consumer</b>	:
<b>Consumer Aadhaar</b>	:
<b>Consumer Mobile Number</b>	:
<b>District</b>	:
<b>Mandal</b>	:
<b>Gram Panchayat/ Ward</b>	:
<b>Village Name</b>	:
<b>Secretariat</b>	:
<b>Construction Site (House No./ Street)</b>	:
<b>Name of the Stream</b>	:
<b>Name of the Loading Point</b>	:
<b>Quantity of Sand Required (MT)</b>	:
<b>Date of Loading</b>	:
<b>Vehicle (Tractor/ Bullock Cart)</b>	:
<b>Vehicle No. (In case of Tractor)</b>	:
<b>Driver Name</b>	:
<b>Driver Mobile No.</b>	:

**GUIDELINES FOR SAND EXTRACTION AND USAGE**

1. Extraction is permitted through manual methods only.
2. Transportation is only permitted through bullock carts/ Tractors.
3. Prior information shall be submitted through this form in online/ GSWS.
4. Consumer shall only use the sand for personal use.
5. Consumer shall not transport the sand beyond the Gram Panchayat limits.
6. Vehicles should carry "Uchita Isuka Ravana Vahanam" banner in the front.
7. Tractors shall carry GPS or "GPS enabled application" for tracking.
8. Re-sale of sand is strictly prohibited and punishable as per APMMC Rules.

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM S-2**  
**FREE SAND – REGISTRATION FORM FOR GENERAL/ BULK CONSUMERS**

<b>Registration ID</b>	:
<b>Registration Date</b>	:
<b>Name of the Consumer</b>	:
<b>Consumer Aadhaar</b>	:
<b>Consumer Mobile Number</b>	:
<b>District</b>	:
<b>Rural/ Urban</b>	:
<b>Mandal/ Municipality</b>	:
<b>Gram Panchayat/ Ward</b>	:
<b>Village Name</b>	:
<b>Secretariat</b>	:
<b>Construction Site (House No./ Street)</b>	:
<b>Building Permission No.</b>	:
<b>Area in Sq. Ft</b>	:
<b>Quantity of Sand Required (MT)</b>	:

**GUIDELINES**

1. Consumer/ Transporter shall approach the sand supply point and take the delivery date and time slot from the in-charge.
2. The transporter shall approach the supply point on the designated slot and can either load the sand directly using its own manual labor or take assistance from the agency selected by the DLSC for that point.
3. If the assistance of the agency is taken, consumer/ transporter shall pay the cost of operations directly to the selected agency and obtain invoice.
4. The vehicle driver shall obtain e-transit form from the supply point in-charge and carry it as the token of procurement from legal supply point.
5. Consumer shall only use the sand for personal use.
6. Vehicles should carry "Uchita Isuka Ravana Vahanam" banner in the front.
7. Vehicles shall carry GPS or "GPS enabled application" for tracking.
8. If the vehicle is not fitted with GPS, ensure the driver shall initiate GPS enabled application facility in their mobile phones.

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM S-3**  
**FREE SAND POLICY – E-TRANSIT FORM**

<b>Order ID</b>	:	
<b>Trip No.</b>	:	
<b>Name of the Consumer</b>	:	
<b>Consumer Mobile Number</b>	:	
<b><u>Supply Point Details</u></b>		
<b>Name of the Supply Point</b>	:	
<b>District</b>	:	
<b>Quantity of Sand (MT)</b>	:	
<b>Date &amp; Time of Dispatch</b>	:	<b>XX.XX.20XX/ XX:XX AM/PM</b>
<b><u>Delivery Address</u></b>		
<b>District</b>	:	
<b>Mandal</b>	:	
<b>Gram Panchayat/ Ward</b>	:	
<b>Village Name</b>	:	
<b>Secretariat</b>	:	
<b>Construction Site (House No./ Street)</b>	:	
<b><u>Vehicle Details</u></b>		
<b>Vehicle No.</b>	:	
<b>Driver Name</b>	:	
<b>Driver Mobile No.</b>	:	

**GUIDELINES FOR TRANSPORTATION**

1. Vehicles should carry "Uchita Isuka Ravana Vahanam" banner in the front.
2. Vehicles shall carry GPS or "GPS enabled application" for tracking.
3. If the vehicle is not fitted with GPS, ensure the driver shall initiate GPS enabled application facility in their mobile phones.
4. Re-sale of sand is strictly prohibited and punishable as per APMMC Rules.

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM-S4:**  
**FORMAT FOR JOINT INSPECTION REPORT OF**  
**APPLICATIONS FOR DE-CASTING OF SAND IN PATTI LANDS**

1	Date of Inspection	
2	Name of the Pattadar/ DKT Land Holder	
3	Sy. No	
4	Village	
5	Mandal	
6	Within Riverbed/ Outside the Riverbed	
7	If Outside Riverbed	
a	<i>Possibility of Replenishment of Sand (Yes/ No)</i>	
b	<i>Availability of Reaches/ De-siltation Points within 5 Kms (Yes/ No)</i>	

**8. Officials present during joint inspection:**

Sl No	Name of the Inspection Officer & Designation	Department
A		Ground Water Department
B		Irrigation Department
C		Agriculture Department
D		Revenue Department
E		Mines & Geology Department
F		<i>Any Other Department as required</i>

9	Identification of the subject area	
10	<b>By the Revenue Department</b>	
	a) Location of Proposed area	
	1. Survey No	

	2.	Village	
	3.	Mandal	
	4.	Category of Land	
	5.	Location Sketch	
	b) Geo Co-Ordinates of the proposed area		
	c) Any Patta's given to anybody in the proposed area		
	d) Recommendations		
11	<b>By the Ground Water Department</b>		
	a. Geo Co-ordinates of the proposed area		
	b. Parameters for Geo Co-Ordinates <ul style="list-style-type: none"> <li>i. Datum</li> <li>ii. Units</li> <li>iii. Position Format</li> <li>iv. Direction</li> </ul>		
	c. Proposed Depth to be Excavated.		
	d. Observations		
	e. Recommendations		

12	<b>By the Mines &amp; Geology Department</b>  a. Extent of the area recommended within the Geo Co-ordinates  b. Thickness of Extractable Sand  c. Estimation of Extractable Sand  d. Recommendations	
13	<b>By the Irrigation Department</b>  a. Location of Ramp Points recommending  b. Observations c. Recommendations	
14	<b>By the RWS Department</b>  a. Details of the Drinking / Irrigated Water Structures  b. Distance from the Proposed Sand bearing area  c. Recommendations	

15	Any Specific Remarks	
16	Recommendation for De-casting of Sand through Pattadars/ DLSC	
17	Recommendations for any specific end-use for the de-casted sand	

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM – T**  
**(SEE RULE 7)**  
**MODEL MINING PLAN FORMAT FOR THE MINERALS**  
**SPECIFIED IN PART B AND PART C OF SCHEDULE IV**

Introductory Note
<b>1. General</b>
a) Details of applicant
(i) Name
(ii) Address
(iii) District
(iv) State
(v) Pin Code
(vi) Phone
(vii) E-mail
b) Type of applicant
(i) Private individual
(ii) Cooperative association
(iii) Private company
(iv) Public company
(v) Public sector undertaking
(vi) Joint Sector undertaking
(vii) Others (Pl specify)
c) Mineral(s) which are occurring in the area and which applicant intends to mine / Mineral (s) which are included in the letter of intent
d) Period for which quarry lease is granted/renewed/proposed to be applied (in years)
e) Name of RQP preparing Mining Plan
(i) Address
(ii) Phone
(iii) E.mail
(iv) Registration No.
f) Date of Grant/ Renewal (DD/MM/YYYY)
g) Valid up to (DD/MM/YYYY)
<b>2. Location and Accessibility</b>
a) Details of area (with location map)

(i) State
(ii) District
(iii) Mandal
(iv) Village
(v) Sy. No.
(vi) Lease area (Hectares)
(vii) Whether the area is recorded to be in forest (please specify whether protected, reserved etc)
(viii) Ownership/occupancy
(ix) Existence of public road/railway line if any nearby and approximate distance
(x) Toposheet No. with latitude and longitude
(xi) Land use pattern (forest, agricultural, grazing, barren etc)
b) Attach general location and vicinity map showing area boundaries and existing and proposed access routes. It is preferred that the area to be marked on Survey of India topographical map or a cadastral map or forest map as the case may be. However, if none of these are available, the area should be shown on an accurate sketch map on scale of 1:5000
<b>PART –A</b>
<b>3. Geology and Exploration</b>
a) Briefly describe the topography and general geology and local/mine geology of the mineral deposit including drainage pattern, vegetation, climate, rainfall data of the applied area / quarry lease area
b) The topographic plan of the lease area prepared on a scale of 1:1000 or 1:2000 with contour interval of 3 to 10m depending upon topography of the area should be taken as the base plan for preparation of geological plan. The details of exploration already carried out including evidence of mineral existence should be shown on the geological plan
c) Geological sections should be prepared at suitable intervals on a scale of 1:1000/1:2000
d) Broadly indicate year wise future program of exploration, taking into consideration future production program planned in next five years as in table below
e) Indicate geological and recoverable reserves and grade, duly supported by standard method of estimation and calculations along with required sections (giving split up of various categories i.e. proved, probable possible). Indicate cutoff grade. Availability of resources should also be indicated for the entire leasehold. Mineral blocked due to presence of / maintenance of benches, barriers, internal roads, electrical lines etc. Reserves and resources as per UNFC.
f) Indicate mineable reserves by slice plan/level plan method as applicable as per proposed mining parameters.

g) Indicate the specific gravity of the recoverable mineral/s, duly enclosing a report from the NABL accredited laboratory or a laboratory with similar accreditation or capacity.							
<b>4. Mining</b>							
a) Briefly describe existing/proposed method of developing/working the deposit with all design parameters.							
Note: In case of pocket deposits, sequence of development/working may be indicated on the same plan.							
b) Indicate quantum of development and tonnage and grade of production expected pit wise as in the table below							
Year	Pit No(s)	Overburden	ROM ore	Saleable ore	Sub grade ore	Mineral rejects	Ore to OB ratio
First							
second							
Third							
Forth							
fifth							
c) Attach – Individual year wise plans and sections							
d) Indicate proposed rate of production when mine is fully developed and expected life of mine and the year from which effected.							
e) Attach a note furnishing a conceptual mining plan for entire lease period (for B cat. Mines) and up to the life of mine (for A cat. Mines) based on geological, mining and environmental considerations.							
f) Describe briefly giving salient features of mode of working (mechanized, semi mechanized, manual)							
g) Describe briefly the layout of mine workings, layout of faces and sites for disposal of overburden/waste.							
<b>5. Blasting</b>							
Describe briefly							
a) Broad blasting parameters like charge per hole, blasting pattern, charge per delay, maximum number of holes blasted in a round, manner and sequence of firing etc.							
b) Type of explosives used/to be used							
c) Powder factor in ore and overburden/waste/development heading/stope							
d) Whether secondary blasting is needed, if so describe it briefly.							
e) Storage of explosives (like capacity and type of explosive magazine)							
<b>6. Mine Drainage</b>							
a) Likely depth of water table based on observations from nearby wells and water bodies							

b) Workings expected to be above/ below water table by the year .
c) Quality and quantity of water likely to be encountered, pumping arrangement and places where mine water is finally proposed to be discharged.
<b>7. Stacking of Mineral Rejects and Disposal of Waste</b>
a) Indicate briefly the nature and quantity of topsoil, overburden/waste and mineral rejects likely to be generated during next five years.
b) Land chosen for disposal of waste with proposed justification
c) Attach a note indicating the manner of disposal and configuration, sequence of buildup of dumps along with proposal for stacking of subgrade ore to be indicated year wise.
<b>8. Use of Mineral</b>
a) Describe briefly the end use of the mineral (sale to intermediary parties, captive consumption, export, industrial use)
b) Indicate physical chemical specifications stipulated by buyers.
c) Give details in case blending of different grades of ores is being practiced or is to be practiced at the mine to meet specifications stipulated by buyers.
<b>9. Other</b>
a) Describe briefly the following :
(i) Site services
(ii) Employment potential
(iii) Highly skilled
(iv) Skilled
(v) Semi-skilled
(vi) Unskilled
<b>10. Mineral Processing</b>
a) If processing/beneficiation of ore or minerals mined is planned to be conducted on site or adjacent to the extraction area, briefly describe the nature of processing/beneficiation. This should indicate size and grade of feed material and concentrate (finished marketable product), recovery rate.
b) Explain the disposal method for tailings or waste from the processing plant (quantity and quality of tailings proposed to be discharged, size and capacity of tailing pond, toxic effect of such tailings, if any, with process adopted to neutralize any such effect before their disposal and dealing of excess water from the tailing dam)
c) Flow sheet or schematic diagram of processing procedure should be attached
d) Specify quantity and type of chemicals to be used in processing plant.
e) Specify the quantity and type of chemicals to be stored on site/plant.
f) Indicate quantity (cu.m per day) of water required for mining and processing and sources of supply of water. Disposal of water and extent of recycling.

<b>11.Others:</b> a) Site services b) Employment potential
<b>Part B</b>
<b>12.Environmental Management Plan</b>
a) Attach a note on the status of baseline information with regard to the following:
(i) Existing land use pattern indicating the area already degraded due to quarrying/ pitting, dumping, roads, processing plant, workshop, township etc. in a tabular form
(ii) water regime
(iii) Flora and fauna
(iv) Quantity of air, ambient noise level and water.
(v) Climatic condition
(vi) Human settlement
(vii) Public buildings, places of worship and monuments
(viii) Attach plans showing location of sampling stations
(ix) Does area (partly or fully) falls under notified area under Water (Prevention & Control of Pollution) Act, 1974
b) Attach an environmental impact assessment statement describing the impact of mining and beneficiation on environment on the following over next five years (and up to conceptual plan period of A category Mines)
(i) Land area indicated area likely to be degraded due to quarrying/pitting, dumping, roads, workshop, processing plant, township etc.
(ii) Air quality
(iii) Water quality
(iv) Noise level
(v) Vibration levels (due to blasting)
(vi) Water regime
(vii) Socioeconomics
(viii) Historical monuments etc.
c) Attach an Environmental Management Plan (supported by appropriate plans and sections) defining the time bound action proposed to be taken with sequence and timing in the following areas (or diagrams should be used) :
(i) Temporary storage and utilization of topsoil
(ii) Year wise proposal for reclamation of land affected by abandoned quarries and other mining activities during first five years (and upto conceptual plan period for Cat A mines) clarifying the extent of backfilling and recontouring and/or alternative use of unfilled/partially filled excavations/roadsides/slopes and mine. In case abandoned quarries/pits

are proposed to be used as reservoir, their size, water holding capacity and proposal for utilization of such water to be given.
(iii) Program for forestations, year wise for initial five years (and upto conceptual plan period for Cat A mines) indicating number of plants with names of species to be afforested under different areas in hect.
(iv) Stabilization and vegetation of dumps along with waste dump management year wise for first five years
(v) Measures to control erosion/sedimentation of water courses
(vi) Treatment and disposal of water from mine
(vii) Measures for minimizing adverse effects on water regime
(viii) Protective measures for ground vibration/air blast caused by blasting
(ix) Measures for protecting historical monuments for rehabilitation of human settlements likely to be disturbed due to mining activity
(x) Socio-economic benefits arising out of mining
<b>13. Progressive Mine Closure Plan</b>
<b>14. Financial assurance:</b> Financial assurance can be submitted for the differential rates, as per procedure laid in APMMC Rules, 1966 duly furnishing information indicating break up of areas in the Mining lease for calculation of financial Assurance

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

**FORM – T-1**  
**(SEE RULE 7)**

**MODEL OUTLINE FORMAT FOR PREPERATAION OF MINING SCHEME FOR  
MINERALS SPECIFIED IN PART B AND PART C OF SCHEDULE IV**

The scheme shall be depicted as far as possible on mine plans and sections duly supplemented by tabular statements/charts/diagrams or sketches in support keeping the descriptive matter to the minimum essential.

**Part A**

**1. General**

a) Details of applicant

(i) Name

(ii) Address

(iii) District

(iv) State

(v) Pin Code

(vi) Phone

(vii) E-mail

b) Type of applicant

(i) Private individual

(ii) Cooperative association

(iii) Private company

(iv) Public company

(v) Public sector undertaking

(vi) Joint Sector undertaking

(vii) Others (Pl specify)

c) Mineral(s) which are occurring in the area and which applicant intends to mine / Mineral (s) which are included in the letter of intent

d) Period for which quarry lease is granted/renewed/proposed to be applied (in years)

e) Name of RQP preparing Mining Plan

(i) Address

(ii) Phone

(iii) E.mail

(iv) Registration No.

f) Date of Grant/ Renewal (DD/MM/YYYY)

g) Valid up to (DD/MM/YYYY)

**2. Location and Accessibility**

a) Details of area (with location map)

(i) State
(ii) District
(iii) Mandal
(iv) Village
(v) Sy. No.
(vi) Lease area (Hectares)
(vii) Whether the area is recorded to be in forest (please specify whether protected, reserved etc)
(viii) Ownership/occupancy
(ix) Existence of public road/railway line if any nearby and approximate distance
(x) Toposheet No. with latitude and longitude
(xi) Land use pattern (forest, agricultural, grazing, barren etc)
b) Attach general location and vicinity map showing area boundaries and existing and proposed access routes. It is preferred that the area to be marked on Survey of India topographical map or a cadastral map or forest map as the case may be. However, if none of these are available, the area should be shown on an accurate sketch map on scale of 1:5000
<b>3. Review of Mining Plan</b>
a) Particulars of approval of Mining Plan/ Scheme (Indicate approval letter No. and date)
b) Date of commencement of mining operations
c) Deficiencies if any that existed in approved mining plan or scheme to be taken note of and rectified by incorporating suitable proposals for implementation in the scheme of mining.
d) Review of compliance position of salient features of mining plan or scheme on chapter wise basis bringing out marked deviations if any and justifications/reasons thereof. Items to be covered may include exploration, mine development, exploitation, afforestation program, reclamation and rehabilitation, control of dust, noise and ground vibrations and any other significant feature.
e) Review of compliance position of conditions and stipulations if any imposed while approving mining plan. In case of non-compliance/partial compliance, detailed justifications/reasons thereof may be furnished along with proposal for compliance in ensuing period.
f) Review of compliance of violations pointed out after inspections, during last five years. The position emerging out of yearly review of mining plan while checking up implementation of mining plans in the field shall also be taken note of at this stage.
g) Any other points requiring attention in the interest of proper mine design, development and conservation and environment and ecology of the area.
<b>PART – B</b>
<b>4. Geology and Exploration</b>

a) Briefly describe the topography and general geology and local/mine geology of the mineral deposit including drainage pattern, vegetation, climate, rainfall data of the applied area / quarry lease area
b) The topographic plan of the lease area prepared on a scale of 1:1000 or 1:2000 with contour interval of 3 to 10m depending upon topography of the area should be taken as the base plan for preparation of geological plan. The details of exploration already carried out including evidence of mineral existence should be shown on the geological plan
c) Geological sections should be prepared at suitable intervals on a scale of 1:1000/1:2000
d) Broadly indicate year wise future program of exploration, taking into consideration future production program planned in next five years as in table below
<b>e) Reserves</b> Indicate geological and recoverable reserves and grade, duly supported by standard method of estimation and calculations along with required sections (giving split up of various categories i.e. proved, probable possible). Indicate cutoff grade. Availability of resources should also be indicated for the entire leasehold. Mineral blocked due to presence of / maintenance of benches, barriers, internal roads, electrical lines etc. Reserves and resources as per UNFC.
(i) Category wise (proved, probable possible) reserves estimated in earlier mining plan with grade.
(ii) Depletion of reserves
(iii) Additional reserves established category wise (with basis and parameters considered)
(iv) Category wise updated reserves with grade (indicate end use grade with analysis) as well as marginal grades
(v) Please furnish the following
a. An updated surface geological plan showing quarry limits and exploration carried out so far including exploration carried out during last five years as well as exploration proposed to be carried out during next five years (different colours/standard codes to be used). In case of underground mines, an update plan showing underground workings and proposals for exploration from underground working.
b. Updated transverse sections at suitable intervals and longitudinal section showing geology of the deposits and extent of mining operations
c. An updated assay plan (grade distribution plan) for underground/opencast mine
(vi) Indicate mineable reserves by slice plan/level plan method as applicable as per proposed mining parameters.
(vii) Indicate the specific gravity of the recoverable mineral/s, duly enclosing a report from the NABL accredited laboratory or a laboratory with similar accreditation or capacity.
<b>5. Conceptual Mine Plan</b>
Salient features of an updated/modified plan of mine covering the period of anticipated life of mine, depicted on mine geological plans and sections with necessary statement annexed supported by essential text covering basic and long-term design features of mine covering exploration, mine development, optimum exploitation and utilization of mineral, waste and sub grade mineral management

and environmental aspects. The ensuing five-year detailed pregame should but be a part of the conceptual overall mining plan.

## **6. Mining**

- a) Briefly describe existing/proposed method of developing/working the deposit with all design parameters.

Note: In case of pocket deposits, sequence of development/working may be indicated on the same plan.

- b) Indicate quantum of development and tonnage and grade of production expected pit wise as in the table below

Year	Pit No(s)	Overburden	ROM ore	Saleable ore	Sub grade ore	Mineral rejects	Ore to OB ratio
First							
second							
Third							
Forth							
fifth							

- c) Attach – Individual year wise plans and sections

- d) Indicate proposed rate of production when mine is fully developed and expected life of mine and the year from which effected.

- e) Attach a note furnishing a conceptual mining plan for entire lease period (for B cat. Mines) and up to the life of mine (for A cat. Mines) based on geological, mining and environmental considerations.

- f) Describe briefly giving salient features of mode of working (mechanized, semi mechanized, manual)

- g) Describe briefly the layout of mine workings, layout of faces and sites for disposal of overburden/waste.

## **7. Blasting**

Describe briefly

- a) Broad blasting parameters like charge per hole, blasting pattern, charge per delay, maximum number of holes blasted in a round, manner and sequence of firing etc.

- b) Type of explosives used/to be used

- c) Powder factor in ore and overburden/waste/development heading/stope

- d) Whether secondary blasting is needed, if so describe it briefly.

- e) Storage of explosives (like capacity and type of explosive magazine)

## **8. Mine Drainage**

- a) Likely depth of water table based on observations from nearby wells and water bodies

- b) Workings expected to be above/ below water table by the year .

- c) Quality and quantity of water likely to be encountered, pumping arrangement and places where mine water is finally proposed to be discharged.

<b>9. Stacking of Mineral Rejects and Disposal of Waste</b>
a) Indicate briefly the nature and quantity of topsoil, overburden/waste and mineral rejects likely to be generated during next five years.
b) Land chosen for disposal of waste with proposed justification
c) Attach a note indicating the manner of disposal and configuration, sequence of buildup of dumps along with proposal for stacking of subgrade ore to be indicated year wise.
<b>10. Use of Mineral</b>
a) Describe briefly the end use of the mineral (sale to intermediary parties, captive consumption, export, industrial use)
b) Indicate physical chemical specifications stipulated by buyers.
c) Give details in case blending of different grades of ores is being practiced or is to be practiced at the mine to meet specifications stipulated by buyers.
<b>11. Other</b>
a) Describe briefly the following :
(i) Site services
(ii) Employment potential
(iii) Highly skilled
(iv) Skilled
(v) Semi-skilled
(vi) Unskilled
<b>12. Mineral Processing</b>
a) If processing/beneficiation of ore or minerals mined is planned to be conducted on site or adjacent to the extraction area, briefly describe the nature of processing/beneficiation. This should indicate size and grade of feed material and concentrate (finished marketable product), recovery rate.
b) Explain the disposal method for tailings or waste from the processing plant (quantity and quality of tailings proposed to be discharged, size and capacity of tailing pond, toxic effect of such tailings, if any, with process adopted to neutralize any such effect before their disposal and dealing of excess water from the tailing dam)
c) Flow sheet or schematic diagram of processing procedure should be attached
d) Specify quantity and type of chemicals to be used in processing plant.
e) Specify the quantity and type of chemicals to be stored on site/plant.
f) Indicate quantity (cu.m per day) of water required for mining and processing and sources of supply of water. Disposal of water and extent of recycling.
<b>13. Others:</b>
a) Site services
b) Employment potential
<b>Part B</b>

<b>14.Environmental Management Plan</b>
a) Attach a note on the status of baseline information with regard to the following:
(i) Existing land use pattern indicating the area already degraded due to quarrying/ pitting, dumping, roads, processing plant, workshop, township etc. in a tabular form
(ii) water regime
(iii) Flora and fauna
(iv) Quantity of air, ambient noise level and water.
(v) Climatic condition
(vi) Human settlement
(vii) Public buildings, places of worship and monuments
(viii) Attach plans showing location of sampling stations
(ix) Does area (partly or fully) falls under notified area under Water (Prevention & Control of Pollution) Act, 1974
b) Attach an environmental impact assessment statement describing the impact of mining and beneficiation on environment on the following over next five years (and up to conceptual plan period of A category Mines)
(i) Land area indicated area likely to be degraded due to quarrying/pitting, dumping, roads, workshop, processing plant, township etc.
(ii) Air quality
(iii) Water quality
(iv) Noise level
(v) Vibration levels (due to blasting)
(vi) Water regime
(vii) Socioeconomics
(viii) Historical monuments etc.
c) Attach an Environmental Management Plan (supported by appropriate plans and sections) defining the time bound action proposed to be taken with sequence and timing in the following areas (or diagrams should be used) :
(i) Temporary storage and utilization of topsoil
(ii) Year wise proposal for reclamation of land affected by abandoned quarries and other mining activities during first five years (and upto conceptual plan period for Cat A mines) clarifying the extent of backfilling and recontouring and/or alternative use of unfilled/partially filled excavations/roadsides/slopes and mine. In case abandoned quarries/pits are proposed to be used as reservoir, their size, water holding capacity and proposal for utilization of such water to be given.
(iii) Program for forestations, year wise for initial five years (and upto conceptual plan period for Cat A mines) indicating number of plants with names of species to be afforested under different areas in hect.
(iv) Stabilization and vegetation of dumps along with waste dump management year wise for first five years

(v)	Measures to control erosion/sedimentation of water courses
(vi)	Treatment and disposal of water from mine
(vii)	Measures for minimizing adverse effects on water regime
(viii)	Protective measures for ground vibration/air blast caused by blasting
(ix)	Measures for protecting historical monuments for rehabilitation of human settlements likely to be disturbed due to mining activity
(x)	Socio-economic benefits arising out of mining
<b>15.Financial assurance:</b> Financial assurance can be submitted as per procedure laid in APMCM Rules, 1966 duly furnishing information indicating break up of areas in the Mining lease for calculation of financial Assurance	

**PRAVIN KUMAR,**  
*Secretary to Government (Mines).*

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